



# St. Charles Parish

## Meeting Agenda

### Parish Council

### Supplemental

St. Charles Parish Courthouse  
15045 Highway 18  
P.O. Box 302  
Hahnville, LA 70057  
985-783-5000  
scpcouncil@st-charles-la.us  
<http://www.stcharlesparish-la.gov>

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**Tuesday, January 22, 2013                      6:00 PM                      Council Chambers, Courthouse**

**Final**

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#### **SUPPLEMENTAL**

#### **ORDINANCES/RESOLUTIONS INTRODUCED FOR PUBLICATION/PUBLIC HEARING**

**Monday, February 4, 2013, 6:00 pm, Council Chambers, Courthouse, Hahnville**

- S\* 1     2013-0021     ( 1/22/2013, St. Pierre, Jr., Department of Public Works )**  
An ordinance to approve and authorize the execution of a Contract by and between the Parish of St. Charles and CERES Environmental Services, Inc. for Disaster Debris Removal & Recovery Services, Parish Project No. P090501.  
*Legislative History:*  
1/22/13     Parish President                      Introduced
- S\* 11    2013-0022    ( 1/22/2013, St. Pierre, Jr., Department of Public Works )**  
An ordinance to approve and authorize the execution of an Engineering Services Contract with Meyer Engineers, Ltd. for the design of Parish Project No. P130101, Cousins Pump Station Discharge Culvert Replacement.  
*Legislative History:*  
1/22/13     Parish President                      Introduced
- S\* 36    2013-0023    ( 1/22/2013, Hogan )**  
An ordinance to name an unnamed 50' Private Access Servitude in S. Ciravola Estates, Boutte as Ciravola Lane for permitting and 911 addressing purposes.  
*Legislative History:*  
1/22/13     Council Member(s)                      Introduced
- S\* 37    2013-0024    ( 1/22/2013, St. Pierre, Jr., Department of Parks and Recreation )**  
An ordinance to approve and authorize the execution of Agreement between St. Charles Parish and Civil & Environmental Consulting Engineers, Danny J. Hebert, P.E., LLC. to provide design services for the Ashton Park Development in Luling.  
*Legislative History:*  
1/22/13     Parish President                      Introduced

## ORDINANCES SCHEDULED FOR PUBLIC HEARING (INTRODUCED AT PREVIOUS MEETING)

### S\* 59 2013-0002 ( 1/7/2013, St. Pierre, Jr., Department of Public Works )

An ordinance approving and authorizing the execution of Change Order No. 1 (Final) for Parish Project No P080502-5, Carriage Canal Bank Repairs, to balance the contract quantities with actual quantities resulting in a decrease of \$58,128.23 and decrease contract time by 31 days.

*Revised Version of Ordinance and Change Order (Regular Agenda - Page 11)*

#### Legislative History

1/7/13	Parish President	Introduced
1/7/13	Parish Council	Publish/Scheduled PH

### S\* 65 2013-0004 ( 1/7/2013, Hogan, Schexnaydre )

An ordinance to amend the Code of Ordinances Appendix A, Section VI, A, [L] O-L, 3, e, to provide that Cemeteries and Mausoleums shall require a supporting resolution of the Parish Council.

*Revised Version (Regular Agenda - Page 17)*

#### Legislative History

1/3/13	Department of Planning & Zoning	No Recommendation	Planning Commission
1/3/13	Planning Commission	Recommended Denial	Parish Council
1/7/13	Council Member(s)	Introduced	
1/7/13	Parish Council	Publish/Scheduled PH	

## RESOLUTIONS

### S\* 66 2013-0014 ( 1/22/2013, St. Pierre, Jr., Department of Planning & Zoning )

A resolution providing mandatory supporting authorization to endorse the resubdivision of Lot ADV-19 into Lots ADV-19-A, ADV-19-B, ADV-19-C and ADV-19-D located in Section 46, T13S R21E, between 12237 and 12287 Hwy. 90, Luling, St. Charles Parish, LA. Zoning District C-2. Council District 7 with a requested waiver of the frontage requirement for Lot ADV-19-C from 60 feet to 40.26 feet and a waiver to the requirements that all side lot lines shall be at right angles to straight street lines, as requested by the Louisiana Department of Transportation and Development.

*Revised Version of Map (Regular Agenda - Page 113)*

#### Legislative History

7/31/12	Department of Planning & Zoning	Received/Assigned PH	
1/3/13	Department of Planning & Zoning	Recommended Approval	Planning Commission
1/3/13	Planning Commission	Recommended Approval	Parish Council
1/22/13	Parish President	Introduced	

**St. Charles Parish will upon request and with three (3) days advanced notice provide reasonable accommodation to any disabled individual wishing to attend the meeting. Anyone requiring reasonable accommodation is requested to contact the Office of the Council Secretary at (985) 783-5000 to discuss the particular accommodations needed.**

**2013-0021**

**INTRODUCED BY: V.J. ST. PIERRE, JR, PARISH PRESIDENT  
(DEPARTMENT OF PUBLIC WORKS)**

**ORDINANCE NO. \_\_\_\_\_**

An ordinance to approve and authorize the execution of a Contract by and between the Parish of St. Charles and CERES Environmental Services, Inc. for Disaster Debris Removal & Recovery Services, Parish Project No. P090501.

**WHEREAS,** when a disaster event occurs that produces large amounts of debris, effective coordination is required between the Parish, State and Federal Emergency Management Agency (FEMA) to ensure that debris removal operations are efficient, timely and eligible for FEMA Public Assistance Grant Funding; and,

**WHEREAS,** St. Charles Parish issued a Request for Proposal for Disaster Debris Removal & Recovery Services to select a qualified contractor to perform these services in a manner that achieves federal reimbursement. The RFP was publicly advertised and proposals were received on October 16, 12; and,

**WHEREAS,** all proposals received have been reviewed and evaluated in accordance with the Award Criteria as set out in the RFP and it is recommended that the Contract for Debris Removal & Recovery Services be awarded to CERES Environmental Services, Inc.

**THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:**

**SECTION I.** That the Contract for Debris Removal & Recovery Services by and between the Parish of St. Charles and CERES Environmental Services, Inc. is hereby approved and accepted.

**SECTION II.** That the Parish President is hereby authorized to execute said Contract on behalf of the Parish of St. Charles.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

And the ordinance was declared adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2013, to become effective immediately upon adoption.

CHAIRMAN: \_\_\_\_\_

SECRETARY: \_\_\_\_\_

DLVD/PARISH PRESIDENT: \_\_\_\_\_

APPROVED: \_\_\_\_\_ DISAPPROVED: \_\_\_\_\_

PARISH PRESIDENT: \_\_\_\_\_

RETD/SECRETARY: \_\_\_\_\_

AT: \_\_\_\_\_ RECD BY: \_\_\_\_\_

## SECTION 00500

## AGREEMENT

**Agreement for  
St. Charles Parish  
Disaster Debris Removal and Recovery Services**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2013, by and between the Parish of St. Charles ("PARISH") and Ceres Environmental Services, Inc., a Louisiana Corporation ("CONTRACTOR").

**WHEREAS**, the PARISH desires to satisfy its responsibility to assure the proper removal, reduction, and disposal of disaster generated debris within its jurisdiction; and,

**WHEREAS**, the CONTRACTOR submitted the highest scoring proposal to provide the PARISH with disaster debris removal and recovery services and the PARISH has determined that accepting the proposal is in the best interest of the citizens of St. Charles Parish.

**NOW, THEREFORE**, in consideration of these premises, the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged by each party hereto, the PARISH and the CONTRACTOR do hereby agree as follows:

## 1.0 GENERAL

- 1.1 The purpose of this contract is to provide disaster debris removal and recovery service assistance to the PARISH when affected by a natural or manmade disaster during the term of this contract. The CONTRACTOR will remove, reduce and dispose of all eligible debris from the Rights-of-Way (ROW), PARISH owned property, and eligible private property within St. Charles Parish. This does not include the Rights-of-Way of State and Federal highways. These ROWs are the sole responsibility of the Louisiana Department of Transportation and Development. The areas to be included as part of this contract are all roads and municipal roads and streets located within St. Charles Parish. These roads and streets are shown on the Louisiana Department of Transportation and Development Emergency Relief Funding Eligibility Map for St. Charles Parish available at:  
[http://www.dotd.la.gov/planning/maps\\_crfe/StCharles.pdf](http://www.dotd.la.gov/planning/maps_crfe/StCharles.pdf)  
 The eligible roads and street are shown as "FEMA Local Roads" in the legend. Those designated as "FHWA State Routes, FEMA State Routes, and FHWA Local Roads" are not eligible and not included in this scope of work.

## 2.0 SERVICES

- 2.1 The CONTRACTOR shall provide for disaster debris removal and recovery services in accordance with this contract, which consists of the following documents, hereinafter referred to collectively as the Contract Documents:
- This Agreement.
  - Section 00300 – Proposal Form

- Section 00400 – Proposer’s Checklist
  - Section 00470 – St. Charles Parish Attestation Clause
  - Section 00475 – St. Charles Parish Employment Status Verification
  - Section 00480 – Standard Non-Collusive and Non-Solicitation Affidavit
  - Section 00700 – Standard General Conditions of the Construction Contract
  - Section 00800 – Special Provisions
  - Section 00820 – Compliance Provisions for Federally Assisted Contracts and Subcontracts
  - Section 01010 through Section 01540 – General Requirements
  - Section 02050 through Section 02840 – Technical Specifications
  - Letter from Surety
  - Submitted Proposal
- 2.2 Debris that is collected and requires a permit for disposal shall be taken to an existing permitted dumpsite according to Parish requirements and permits.
- 2.3 Work shall consist of clearing and removing any and all **eligible** debris from the public right-of-way (ROW) of streets and roads, as directed by the PARISH. Work will include: 1) examining debris to determine whether or not debris is eligible; 2) loading the debris; 3) hauling the debris to the approved dumpsite or landfill; 4) dumping the debris at the dumpsite or landfill. Ineligible debris will not be loaded, hauled or dumped under this contract.
- 2.4 Debris removal shall include all eligible debris found on the ROW within the area designated by the PARISH. The PARISH may specify any eligible debris within the ROW which should not be removed, or which should be removed at a later time. The CONTRACTOR shall make as many passes through the designated area as required by the PARISH. The CONTRACTOR shall not move from one designated work area to another designated work area without prior approval from the PARISH. Any eligible debris, such as fallen trees, which extends on to the ROW from private property, shall be cut at the point where it enters the ROW and that part of the debris which lies within the ROW shall be removed. The CONTRACTOR shall not enter onto any private property during the performance of the contract without prior authorization from the Parish.
- 2.5 Vegetative debris shall be removed from curbside / roadside / or private property and taken to the nearest approved Debris Management Site (DMS) or nearest approved landfill. Debris Management Sites available are indicated on the attached maps (Exhibit A). All necessary permits shall be obtained by the Parish. Tipping Fees shall be paid by the Parish.
- 2.6 Construction and Demolition (C&D) debris shall be removed from curbside / roadside / or eligible private property and disposed of at the nearest approved landfill. Tipping Fees shall be paid by the Parish.
- 2.7 The CONTRACTOR shall conduct the work so as not to interfere with the disaster response and recovery activities of Federal, State, Local government or agencies, or of any public utilities.
- 2.8 The PARISH reserves the right to inspect the site, verify quantities, and review operation at any time.

- 2.9 All work shall be accomplished in a safe manner.

### 3.0 ADMINISTRATIVE REQUIREMENTS

- 3.1 **Parish Furnished Resources.** The St. Charles Parish Director of Public Works shall appoint the Parish Contract Manager as the Parish Project Manager for this contract and he/she will provide oversight of the activities conducted hereunder. Notwithstanding the CONTRACTOR's responsibility for management during the performance of this contract, the assigned Project Manager shall be the principal point of contact on behalf of the PARISH and will be the principal point of contact for CONTRACTOR concerning CONTRACTOR's administrative performance under this contract. Regarding the CONTRACTOR's technical performance under this contract, the principal point of contact will be the PARISH's debris removal and recovery services program manager, designated as "Engineer" in the Contract Documents. The Engineer shall be the sole point of contact regarding performance under the Technical Specifications of this contract.
- 3.2 **Taxes.** The CONTRACTOR is responsible for payment of all applicable taxes from the funds to be received under this contract. The CONTRACTOR's federal tax identification number is 41-1816075.
- 3.3 **Permits.** The PARISH shall be responsible for securing permits for operation of the Debris Management Sites required by the Louisiana Department of Environmental Quality and the Parish of St. Charles. Any other permits or licenses required for completion of the Work shall be the CONTRACTOR's responsibility. In any case, it is the sole responsibility of the CONTRACTOR to verify that any required local permits for debris removal and/or any other recovery related services have been obtained prior to mobilizing to any site for debris removal or recovery related activities.

### 4.0 COMPENSATION PERIOD FOR PERFORMANCE

- 4.1 **Payment Terms.** Payment for the removal of debris, including all costs associated with loading, hauling and dumping at the designated site, will be paid for in accordance with the Contract Schedule of Prices. Payment for work completed may be invoiced on a bi-weekly basis. Invoices will be based on verified quantities from the daily operational reports and valid load tickets.
- 4.2 **Retainage.** Retainage of 10% of the total price (up to \$500,000) will be withheld until forty-five (45) days after formal acceptance of the work. If the total price of the project exceeds \$500,000, retainage of 5% of the total price will be withheld until forty-five (45) days after formal acceptance of the work.
- 4.3 **Ability to Withhold Payments.** The PARISH may withhold payments to the CONTRACTOR as may be necessary to protect itself from (1) loss for defective or inferior work; (2) damage to the property of St. Charles Parish or the property of others caused by the CONTRACTOR; (3) failure of the CONTRACTOR to provide deliverables on a schedule to be determined by the PARISH and CONTRACTOR during negotiations; (4) failure of the CONTRACTOR to meet performance measures agreed upon by the CONTRACTOR and the PARISH during negotiations; (5) failure by the CONTRACTOR to make payments properly to subcontractors or to pay for labor,



materials or equipment; and (6) failure by the CONTRACTOR to pay applicable taxes due on this project.

CONTRACTOR shall promptly correct all work rejected by the PARISH as failing to conform to the Contract Documents. CONTRACTOR shall bear all costs of correcting such rejected work.

- 4.4 **Consumer Price Index.** The unit prices set forth in Section 00300 shall be adjusted upward or downward on January 1, 2014, and annually thereafter to reflect the change in the cost of doing business, as measured by fluctuations in the Consumer Price Index (CPI), applicable to the New Orleans – Baton Rouge area, published by the U.S. Department of Labor, Bureau of Labor Statistics. (If this CPI computation is discontinued during the remainder of the term of this contract, then a similar type of index which is published and available during the remainder of the term of this contract shall be applied, upon the mutual agreement of both parties.) On or before ninety (90) days prior to January 1, 2014, and each succeeding year thereafter the CONTRACTOR shall compute the most recent percent increase or decrease in the CPI which is then available and the unit prices, as previously adjusted, shall be further adjusted. The CONTRACTOR shall furnish the PARISH at that time with a copy of the CPI upon which it bases its calculation. However, in no event, shall any increase or decrease in the unit prices for any one year exceed seven (7%) percent. The unit prices, as adjusted, shall automatically become effective on the first day of the next anniversary, January 1, 2014, each year thereafter.

## 5.0 TERMINATION

- 5.1 **Termination for Cause.** See Section 00820 – Compliance Provisions for Federally Assisted Contracts and Subcontracts
- 5.2 **Termination for Convenience.** See Section 00820 – Compliance Provisions for Federally Assisted Contracts and Subcontracts
- 5.3 **Termination for Orders issued by Governmental Agencies or Courts.** If a governmental agency with jurisdiction over the scope of services to be provided herein, or a court suspends or terminates the PARISH's authority to issue Work Orders for reasons beyond the control of the PARISH, then the contract shall be suspended or terminated.
- 5.4 **Payment following Termination.** The CONTRACTOR shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

## 6.0 JURISDICTION

- 6.1 The Request for Proposals and any resulting contract shall be governed by the Laws of the State of Louisiana.
- 6.2 **Exclusive Jurisdiction and Venue:** For all claims arising out of or related to this contract, the CONTRACTOR hereby consents and yields to the exclusive jurisdiction and venue of the Twenty-Ninth Judicial District Court for the Parish of St. Charles and expressly waives any (A) pleas of jurisdiction based upon the CONTRACTOR's residence and (B) right of removal to federal court based upon diversity of citizenship.

## 7.0 PERFORMANCE SCHEDULE AND CONTRACT TERM

- 7.1 The contract will be a standby contract for use in dealing with response to emergency situations. Work related to the contract shall commence upon an emergency declaration for St. Charles Parish being issued by the President of the United States of America for public assistance and issuance of a Work Order and Notice to Proceed by the Parish President or his designee. Work may be authorized by specific item identified in the Scope of Work.
- 7.2 The contract term shall commence on January 1, 2013, and expire on December 31, 2016. Maximum allowable time for completion of each Work Order will be 60 days from Notice to Proceed. Upon mutual consent of the PARISH and the CONTRACTOR, the contract term may be extended one (1) additional calendar year or portion thereof.
- 7.3 The CONTRACTOR shall commence performance within twenty-four (24) hours of receipt of a Work Order and Notice to Proceed issued by the Parish President or his designee.
- 7.4 Regular working hours are defined as 7:00 a.m. to 6:00 p.m., Monday through Saturday. Requests to work during other than regular working, or during any legal holiday, must be submitted to the Engineer at least 72 hours in advance of the period of such work requested for. Emergency work may be done without prior approval.
- 7.5 Liquidated Damages: The PARISH and CONTRACTOR recognize that the PARISH will suffer direct financial loss if work is not completed within the time specified in the individual Work Orders, plus any time extensions allowed. Accordingly, CONTRACTOR agrees to forfeit and pay the PARISH as liquidated damages for delay the amount of Five Hundred (\$500.00) dollars for each calendar day that expires after the Work Order deadline until the work is completed. These amounts represent a reasonable estimate of PARISH's expenses for extended delays for inspection, engineering services and administrative costs associated with such delay.
- 7.6 Work Order extensions must be requested by the CONTRACTOR in writing to the PARISH and Engineer identified by the PARISH.

## 8.0 EQUIPMENT

- 8.1 All trucks and other equipment must be in compliance with applicable Federal, State, and local rules and regulations. Any trucks used to haul debris must be capable of rapidly dumping its load without the assistance of other equipment; be equipped with a tailgate and tarp that will effectively contain the debris during the transport and permit the truck to be filled to capacity; and measured and marked for its load capacity. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides, and are constructed of 2" by 6" boards or greater and not to extend more than two feet above the metal bedsides. All extensions are subject to acceptance or rejection by the PARISH or its representative. The CONTRACTOR shall provide means to rapidly unload any trailer that does not have a means for dumping. All trailers shall have a metal-framed exterior and a minimum of 5/8" plywood interior walls. All equipment used to haul debris shall be equipped with a



tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity. **Plastic webbing is not acceptable for a tailgate.** Equipment will be inspected prior to use by the CONTRACTOR.

- 8.2 Trucks and other heavy equipment designed for use under this contract shall be equipped with two signs: one attached to each side. The PARISH will furnish these signs to the CONTRACTOR. The signs remain the property of the PARISH and will be returned to the PARISH at the conclusion of the each project.
- 8.3 Prior to commencing debris removal operations, the CONTRACTOR shall present to the PARISH's representative all trucks or trailers that will be used for hauling debris, for the purpose of determining hauling capacity. The hauling capacity will be based on the interior dimensions of the truck's metal dump bed. Hauling capacity, in cubic yards, will be recorded and marked on each truck or trailer with permanent marking. Each truck or trailer will also be numbered for identification with permanent marking.
- 8.4 Trucks or equipment which are designated for use under this contract shall not be used for any other work during the working hours of this contract. The CONTRACTOR shall not solicit work from private citizens or others to be performed in the designated work areas during the period of activated contract. Under no circumstances will the CONTRACTOR mix the debris hauled for others with debris hauled under this contract.
- 8.5 Equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessive size equipment (6 CY and up) with the exception of dump trucks and non-rubber tired equipment must be approved by the PARISH.

#### 9.0 CONTRACT MODIFICATION

No amendment or variation of the terms of this contract shall be valid unless made in writing, signed by the parties and approved as required by Section 01035, Change Orders. No oral understanding or agreement not incorporated in the Contract Documents is binding on any parties.

#### 10.0 OTHER CONSIDERATIONS

- 10.1 The CONTRACTOR shall supervise and direct the work, using skillful labor and proper equipment for all tasks. Safety of the CONTRACTOR's personnel and equipment is the responsibility of the CONTRACTOR. Additionally, the CONTRACTOR shall pay for all materials, personnel, taxes and fees necessary to perform under the terms of this contract.
- 10.2 The CONTRACTOR must be duly licensed in accordance with State of Louisiana's statutory requirements to perform the work. The CONTRACTOR shall obtain all permits necessary to complete the work. The CONTRACTOR shall be responsible for determining what permits are necessary to perform under the contract. Copies of all permits shall be submitted to the PARISH.
- 10.3 The CONTRACTOR shall be responsible for control of pedestrian and vehicular traffic in the work area. The CONTRACTOR shall provide all flag persons, signal, equipment, and other devices necessary to meet Federal, State, and local requirements. The traffic control personnel and equipment shall be in addition to the personnel and equipment

required in other parts of this contract. At a minimum, one flag person should be posted at each approach to the work area. Work shall be accomplished in a safe manner.

#### 11.0 MISCELLANEOUS

- 11.1 The undersigned representative of CONTRACTOR warrants and personally guarantees that he/she had the requisite and necessary authority to enter and sign this contract on behalf of the entity.
- 11.2 In witness thereof, the parties have executed this contract in three (3) counterparts, each of which shall, without proof or accountancy for the other counterparts, be deemed an original thereof.

#### 12.0 WARRANTIES AND REPRESENTATION

- 12.1 This contract is binding upon and insures to the benefit of the PARISH and the CONTRACTOR, and the CONTRACTOR'S successors and assigns.
- 12.2 The CONTRACTOR shall comply with all Federal, State, and local laws and regulations. subcontractors used in the performance of this contract have the same qualifications.

#### 13.0 NOTICES

- 13.1 Notices of conditions or situations affecting the work to be performed under this contract shall be given in writing between designated personnel of the CONTRACTOR and the PARISH.
- 13.2 All notices shall be given in writing to be delivered by certified mail, return receipt requested or via fax, to the parties as set forth below:

If to the Contractor: Ceres Environmental Services, Inc.  
9945 Windfern Road  
Houston, Texas 77064

If to the Parish: Parish President  
St. Charles Parish  
Post Office Box 302  
Hahnville, Louisiana 70057

#### 13.0 DEFICIENCIES, CORRECTIVE ACTIONS AND DEDUCTIONS

- 13.1 When the CONTRACTOR's work does not conform to the contract requirements completely, a deficiency exists. If a deficiency(s) is serious enough to render a service unacceptable, it is also considered a defect. Defects are important in determining if non-compliance levels have been exceeded for services inspected.
- 13.2 Corrective Actions: If deficiencies are identified, the CONTRACTOR must take action to correct those deficiencies using one, or in some cases a combination of, the following:
  - A. Stop Unsafe Work. The PARISH's authorized agent may immediately stop work on that portion of the job affected by a safety hazard, until it is corrected.

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- B. Issue a Stop Work Order. If the PARISH's authorized agent determines the deficiency is serious, the PARISH can issue a stop work order.
- C. Reduced Value Deduction. The PARSH may reduce the contract price to reflect the reduced value of the services performed. This method is normally used when the work is performed by the PARISH or another contractor rather than the CONTRACTOR under this contract. The amount of the deduction is equal to the value of the service(s) not performed. As appropriate, calculation of deductions for certain deficiencies will be made using approved methods. The contract may be terminated. The PARISH may discuss corrective actions with the CONTRACTOR to prevent further occurrences.
- 13.3 The PARISH's authorized agent will notify the CONTRACTOR, in writing, of any observed noncompliance with the aforementioned Federal, State or local laws or regulations. Such notice, when delivered to the CONTRACTOR at the site of the work, shall be deemed sufficient for the purpose. After receipt of such notice, immediately inform the PARISH's authorized agent of proposed corrective action, and take such action as may be approved. If the CONTRACTOR fails or refuses to comply promptly, the PARISH's authorized agent may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to such stop orders shall be made the subject of a claim for extension of time, or for excess costs or damages by the CONTRACTOR.

IN WITNESS WHEREOF, the OWNER and CONTRACTOR have agreed to the above requirements and entered into this contract this \_\_\_\_ day of \_\_\_\_\_, 2013.

Witnesses:

*Robert C. Brown*  
*Sandra Ray*

CERES ENVIRONMENTAL SERVICES, INC.

By: *David A. Preus*  
David A. Preus  
Assistant Vice President

Witnesses:

ST. CHARLES PARISH

By: \_\_\_\_\_  
V.J. St. Pierre, Jr.  
Parish President

END OF SECTION



# ST. CHARLES PARISH

## DEPARTMENT OF PUBLIC WORKS

100 RIVER OAKS DRIVE • DESTREHAN, LOUISIANA 70047

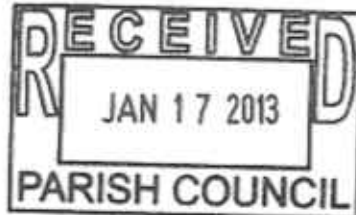
(985) 783-5102 • (985) 783-5104 • FAX (985) 725-2250

Website: [www.stcharlesparish-la.gov](http://www.stcharlesparish-la.gov)

V.J. ST. PIERRE, JR.  
PARISH PRESIDENT

SAM SCHOLLE  
DIRECTOR

January 16, 2013



TO: Tiffany K. Clark  
Council Secretary

FROM: Sam C. Scholle *SS*  
Director of Public Works/Wastewater

SUBJECT: Disaster Debris Removal & Recovery Services  
St. Charles Parish Project No. P090501

Please introduce an Ordinance for the above referenced subject at the next Council Meeting, which is Tuesday, January 22, 2013. An electronic copy of the ordinance will be sent by email.

Thank you for your usual cooperation.

SCS:jgl

Attachments

**2013-0022**

**INTRODUCED BY: V.J. ST PIERRE, JR., PARISH PRESIDENT  
(DEPARTMENT OF PUBLIC WORKS)**

**ORDINANCE NO. \_\_\_\_\_**

An ordinance to approve and authorize the execution of an Engineering Services Contract with Meyer Engineers, Ltd. for the design of Parish Project No. P130101, Cousins Pump Station Discharge Culvert Replacement.

**WHEREAS,** St. Charles Parish desires to have Parish Project No. P130101, Cousins Pump Station Discharge Culvert Replacement completed; and,

**WHEREAS,** this project requires professional services for the design and subsequent construction management to replace aged and deteriorated discharge culverts to the Cousins Pump Station; and,

**WHEREAS,** it is important that St. Charles Parish proceed with this project in order to protect the property and well-being of its citizens.

**THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:**

**SECTION I.** That the Engineering Services Contract with Meyer Engineers, Ltd. for the design of Parish Project P130101, Cousins Pump Station Discharge Culvert Replacement be hereby accepted.

**SECTION II.** That the Parish President is hereby authorized to execute said Engineering Services Contract on behalf of St. Charles Parish.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

And the ordinance was declared adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2013, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: \_\_\_\_\_

SECRETARY: \_\_\_\_\_

DLVD/PARISH PRESIDENT: \_\_\_\_\_

APPROVED: \_\_\_\_\_ DISAPPROVED: \_\_\_\_\_

PARISH PRESIDENT: \_\_\_\_\_

RETD/SECRETARY: \_\_\_\_\_

AT: \_\_\_\_\_ RECD BY: \_\_\_\_\_

**MULTIPHASE PROJECT**  
**CONTRACT FOR ENGINEERING SERVICES**

THIS AGREEMENT made and effective as of the \_\_\_\_ day of \_\_\_\_\_, 2013, by and between ST. CHARLES PARISH acting herein by and through its President, who is duly authorized to act on behalf of said Parish, hereinafter called the Owner, and Meyer Engineers, Ltd., a corporation acting herein by and through its Contracting Officer, hereinafter called Engineer. Whereas the Owner desires to employ a professional consulting engineering firm to perform engineering services for the P130101 Cousins Pump Station Discharge Culvert Replacement project as described in Ordinance No. \_\_\_\_\_ which is attached hereto and made a part hereof.

**1.0 GENERAL**

The Owner agrees to employ the Engineer, and the Engineer agrees to perform professional services required for the project described above. The project will be implemented in phases and the Engineer will conform to the requirements of the Owner and to the standards of the agencies participating with the Owner in the Project. The Engineer will coordinate all work between the Owner and all participating agencies and regulating agencies, if needed.

- 1.1 A task order will be issued for each phase and shall specify the work to be performed, basis of payment, and time for completion. Each Task Order shall become an Addendum to and a part of this Contract in accordance with Exhibit A on page 19. The Owner may terminate the Contract or any Task Order by written notification and without cause per Section 7.0. Issuance of a Task Order will serve as the Owner's approval to begin a subsequent phase.

**2.0 CHARACTER AND EXTENT OF BASIC SERVICES OF THE ENGINEER**

**2.1 General**

- 2.1.1 Engineer shall provide for Owner professional engineering services in all phases of the Project to which this Agreement applies and as hereinafter provided to properly plan and execute the work on the project(s) assigned to the Engineer. These services will include but will not be limited to serving as Owner's professional engineering representative for the Project, providing professional engineering consultation and advice, and furnishing customary civil, surveying, geotechnical, structural, mechanical, electrical, instrumentation and control engineering services and construction engineering and inspection.

- 2.1.2 In general, the Project consists of the Design and Construction Management of the following major elements or phases. Implementation of each phase will not necessarily be done in the order listed. As this project progresses, phases may be deleted or added to complement achieving a successful project.

Scope is to perform all engineering and subsequent construction management to facilitate the replacement of drainage discharge pipes (to be determined by Task Order) to Cousins Pump Station.

- 2.1.3 Services provided by the Engineer shall be performed in accordance with generally accepted professional engineering practice at the time and the place where the services are rendered.
- 2.1.4 Engineer shall obtain from Owner a task order authorization to proceed for each phase of the Project.
- 2.1.5 Engineer shall provide minutes of all meetings with St. Charles Parish to include but not limited to meetings regarding any



phase of the Project, Pre-Bid Conferences, Progress Meetings, Technical review Committee Meetings, etc.

## 2.2 Task Order Conceptual Design

- 2.2.1 Reviewing available data and consulting with the Owner to clarify and define the Owner's requirements for the task order phase of the Project.
- 2.2.2 Conducting a Pre-Design Meeting Workshop with the Owner.
- 2.2.3 Advising the Owner as to the necessity of providing or obtaining from others additional data or services. These additional services may include photogrammetry, reconnaissance surveys, property surveys, topographical surveys, geotechnical investigations and consultations, compilation of hydrological data, materials engineering, and environmental assessments and impact statements.
- 2.2.4 Identifying and analyzing requirements of governmental authorities having jurisdiction to approve the design of the task order phase of the Project, and participating in consultations with such authorities.
- 2.2.5 Providing analyses of the Owner's needs, planning surveys and comparative evaluations of prospective site plans and solutions.
- 2.2.6 Preparing a comprehensive Conceptual Design Report presenting selected solutions to the Owner with the Engineer's findings and recommendations. The Report will contain as a minimum:
  - Discussion of project background and need.
  - Schematic layouts, sketches, or photographs.
  - Conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved.
  - Any special material specifications including major equipment specifications.
  - A preliminary cost estimate for each alternative.
  - Engineer's conceptual opinion of probable costs for the selected alternative.
  - Project Master Schedule – if task orders are interrelated.
  - Task Order project schedule. Schedule will include all aspects of the project/task order from conceptual design to project closure.
  - Discussion as to what permits are needed, time to acquire approvals, and potential adjacent land owner authorizations/servitudes that need addressing. Engineer shall also determine if more than one permit will be required for subsequent Task Orders and a cost effective process to minimize multiple permit expenses.
  - Discussion of the type of additional services, mentioned in 2.2.3, that will be needed.
- 2.2.7 Meeting with the Owner and presenting findings of the Conceptual Design Report.
- 2.2.8 The Conceptual Design Report and Engineer's documentation and opinion of costs, along with the following documents and files, shall be delivered to the Owner within 30 days or as otherwise stated in the task order authorization.
  - Five(5) copies of the report for review.
  - Once the report has been finalized, submit two(2) copies of the revised report plus one(1) electronic file copy in PDF format, and one(1) electronic file copy of the Master and Task Order project schedules in Microsoft Project format.
  - All files will be titled so as to distinguish between conceptual, preliminary, and final design stages.

## 2.3 Task Order Design Memorandum

2.3.1 The Design Memorandum or Preliminary Engineering Design Report will summarize the process and design criteria established in Conceptual Design and initiate acquiring necessary permits and servitudes. The document will be used in the development of final design plans and specifications and will serve as a guide by designers and other interested parties.

2.3.2 The Design Memorandum will consist minimally of the following sections:

- Site Development – project site plan that includes anticipated construction area required and any known servitudes or property owners.
- Hydraulics - if necessary
- Treatment Processes - if necessary
- Design Criteria including a listing of all standard specifications to be used by type (concrete, piling, steel electrical, roads/foundations, etc)
- Preliminary Drawings – 11X17 minimum size
- The following indexes: Drawings, Division 00 St Charles Parish Bidding/Contract Documents showing revision number, Division 01 St Charles Parish General Specifications showing revision number, and Division 02-16 material and equipment specifications, to be used in final design.
- Engineer's preliminary opinion of probable costs.
- Updated Project Master Schedule – if task orders are interrelated.
- Updated Task Order project schedule.
- Summary of estimated quantities – initial bid schedule
- Instrumentation & Control Philosophy
- Power Requirements
- Additional data that will be needed, such as topographical, geotechnical, and project surveying.

2.3.3 The engineer will deliver to owner within 15 days following task order authorization a detailed description (including specifications) and estimated cost of required additional services such as site survey, topographical survey, or geotechnical investigation. In addition, the engineer will also deliver an estimated time and cost to apply for regulatory permits from local, state or federal authorities. The owner will have the option to utilize their own surveyor, land/servitude acquisition consultant, permit consultant, or geotech firm.

2.3.4 Meeting with the Owner and presenting findings of the Preliminary Design Report.

2.3.5 The Preliminary Engineering Design Report and Engineer's documentation and opinion of costs, along with the following documents and files, shall be delivered to the Owner within 30 days or as otherwise stated in the task order authorization.

- Five(5) copies of the report for review.
- Once the report has been finalized, submit two(2) copies of the revised report plus one(1) electronic file copy in PDF format, and one(1) electronic file copy of the updated Master and Task Order project schedules in Microsoft Project format.
- Two(2) copies of the drawings (11x17 minimum).
- Once the drawing review is complete, submit one copy of the revised drawings plus one(1) electronic file copy of each drawing in AutoCAD format (release 2000 or later) and in PDF format.
- All files will be titled so as to distinguish between conceptual, preliminary, and final design stages.

## 2.4 Task Order Final Design

- 2.4.1 Prepare for incorporation into Contract Documents final drawings based on the accepted preliminary design documents to show the scope, extent, and character of the work to be furnished and performed by Contract (hereinafter called "Drawings") and Specifications which will be prepared in conformance with the sixteen division format of the Construction Specifications Institute.
- 2.4.2 Preparing and furnishing to the Owner a revised opinion of probable total project costs based on the final Drawings and Specifications.
- 2.4.3 Preparing the contract/bid document that includes St. Charles Parish's Standardized Construction Contract files and the added engineer's specifications for review and approval by the Owner (and the Owner's legal and other advisors).
- 2.4.4 Meeting with the Owner and presenting the final design.
- 2.4.5 The Final Design Services shall be completed and Engineer's documentation and opinion of costs, along with the following documents and files, shall be delivered to the Owner within 30 days or as otherwise stated in the task order authorization.
  - Three(3) copies of the contract/bid document for review.
  - Once the contract/bid document has been finalized, submit two(2) stamped copies of the revised document plus one(1) electronic file copy in PDF format, and one(1) electronic file copy of the updated Master and Task Order project schedules in Microsoft Project format.
  - Two(2) copies of the drawings – D Size for review.
  - Once the drawing review is complete, submit two stamped copies of the revised drawings plus one(1) electronic file copy of each drawing in AutoCADD format(release 2000 or later) and in PDF format.
  - All files will be titled so as to distinguish between conceptual, preliminary, and final design stages.

## 2.5 Task Order Bidding

- 2.5.1 Produce Contract Documents (specifications and 22" by 34" drawings) for bidding purposes.
- 2.5.2 Assist Owner as necessary in advertising for and obtaining bids for construction, materials, equipment and services; and maintain a record of prospective bidders to whom Bidding Documents have been issued, attend Pre-Bid Conferences and receive and process fees for Bidding Documents. Distribute Bidding Documents to potential bidders.
- 2.5.3 Issue addenda as appropriate to interpret, clarify or expand the Bidding Documents.
- 2.5.4 Consult with and advise Owner as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor (herein called "Contractor") for those portions of the work as to which such acceptability is required by the Bidding Documents.
- 2.5.5 Consult with Owner and confirm in writing the acceptability of substitute materials and equipment proposed by Contractor when substitution prior to the award is required by the Bidding Documents.
- 2.5.6 Attend the Bid Opening, prepare Bid Tabulation Sheets and assist Owner in evaluating bids or proposals and recommend, in writing, contract awarding. In addition, Engineer shall assemble contract documents as specified in Exhibit B on

page 20, attached hereto and made a part hereof, for presentation and execution.

**2.6 Task Order Construction**

**2.6.1 General Administration of Construction Contract.** Engineer shall consult with and advise Owner and act as Owner's representative as provided in Articles 1 through 17, inclusive, of the Standard General Conditions of the Construction Contract of the Engineer's Joint Contract Documents Committee. The extent and limitations of the duties, responsibilities and authority of Engineer as assigned in said Standard General Conditions shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer who will have authority to act on behalf of Owner to the extent provided in said Standard General Conditions except as otherwise provided in writing.

**2.6.2 Visits to Site and Observation of Construction.** In connection with observations of the work of Contractor while it is in progress.

**2.6.2.1** Engineer shall make visits to the site once per month minimum, or more frequent visits as deemed necessary by Owner and/or progress of work during the construction periods to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor's work. Based on information obtained during such visits and on such observations, Engineer shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and Engineer shall keep Owner informed of the progress of the work.

**2.6.2.2** The purpose of Engineer's visits to (and representation by Resident Project Representative if utilized) the site will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed work of Contractor will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by Contractor. On the other hand, Engineer shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor furnishing and performing their work except as provided in 2.6.3. Accordingly, Engineer can neither guarantee the performance of the construction contracts by Contractor nor assume responsibility for Contractor's failure to furnish and perform their work in accordance with the Contract Documents.



- 2.6.3 Defective Work. During such visits and on the basis of such observations, Engineer may disapprove of or reject Contractor's work while it is in progress if Engineer believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.
- 2.6.4 Interpretations and Clarifications. Engineer shall issue necessary interpretations and clarifications of the Contract Documents.
- 2.6.5 Shop Drawings. Engineer shall review and approve (or take other appropriate action in respect of) Shop Drawings (as that term is defined in the aforesaid Standard General Conditions), samples and other data which Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto except as provided in 2.6.3.
- 2.6.6 Substitutes. Engineer shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor and make a recommendation to Owner for his approval.
- 2.6.7 Inspections and Tests. Engineer shall have authority, as Owner's representative, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testing and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents).
- 2.6.8 Dispute between Owner and Contractor. Engineer shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work there under and make recommendations on all claims of Owner and Contractor relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work.
- 2.6.9 Applications for Payment. Based on Engineer's on-site observations as an experienced and qualified design professional, on information provided by the Resident Project Representative and on review of applications for payment and the accompanying data and schedules:
  - 2.6.9.1 Engineer shall determine the amounts owed to Contractor and recommend in writing payments to Contractor in such amounts. Such recommendations of payment will constitute a representation to Owner based on such observations and review, that the work has progressed to the point indicated, and that, to the best of Engineer's knowledge, information and belief, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation). In the case of unit price work, Engineer's recommendations of payment will include final determination of quantities and classifications

- of such work (subject to any subsequent adjustments allowed by the Contract Documents).
- 2.6.9.2 By recommending any payment Engineer will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by Engineer to check the quality or quantity of Contractor's work as it is furnished and performed beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Engineer's review of Contractor's work for the purposes of recommending payments will not impose on Engineer responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials or equipment has passed to Owner free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid except as provided in, but not limited to paragraph 2.6.3.
- 2.6.10 Construction Closeout Document. Engineer shall receive and review maintenance and operating instructions, tests and approvals which are to be assembled by Contractor in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of certificates of inspection, tests and approvals the results certified indicate compliance with, the Contract Documents); and shall transmit them to Owner with written comments.
- 2.6.11 Inspection. Engineer shall conduct an inspection to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable. If the completed work is acceptable, the Engineer shall recommend in writing, a Notice of Substantial Completion to the Owner and the Contractor that the work is acceptable (subject to any conditions therein expressed).
- 2.6.12 Pre-Construction Conference. Engineer shall assist Owner in conducting a Pre-Construction Conference with Contractor for the project to discuss construction-related matters. Engineer will supply two stamped copies of the Construction Drawings incorporating addenda items generated during the bid process plus one(1) electronic file copy of each drawing in AutoCADD format(release 2000 or later) and in PDF format titled to reflect "Construction Drawings"
- 2.6.13 Owner shall select independent material testing labs. Engineer shall review testing results and based on these results, recommend to Owner the acceptability of material provided by the Contractor and used in the Project.
- 2.6.14 Limitation of Responsibilities. Engineer shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor or supplier, or any of the Contractor's or Sub-Contractor's or supplier's agents or employees or any other persons (except Engineer's own employees and agents)



at the site or otherwise furnishing or performing any of the Contractor's work; however, nothing contained in paragraphs 2.6.1 through 2.6.12 inclusive, shall be construed to release Engineer from liability for failure to properly perform duties and responsibilities assumed by Engineer in the Contract Documents, inclusive of but not limited to 2.6.3.

2.6.15 Work Directive Changes and Change Orders. To be provided as appropriate to construct the project and in accordance with State and Local Laws.

## 2.7 Task Order Close-out and Facility Operation

The Engineer shall:

- 2.7.1 Provide start-up services for the new facility.
- 2.7.2 Prepare training materials and provide training of Owner's staff to operate and maintain the new equipment if specified in the Task Order. Training will consist of classroom and hands-on training using the installed equipment.
- 2.7.3 Assemble required sets of equipment manufacturer's operation and maintenance manuals if specified in the Task Order.
- 2.7.4 Assemble required sets of approved shop drawings in proper order if specified in the Task Order.
- 2.7.5 Provide technical consultation and assistance in correcting warranty items.
- 2.7.6 Provide assistance in connection with the refining and adjusting of new equipment or system.
- 2.7.7 Prepare a final set of stamped project drawings reflecting "as built" along with one(1) electronic file copy of these drawings in AutoCADD format(release 2000 or later) and in PDF format titled to reflect "as built".
- 2.7.8 In company with Owner, visit the Project to observe any apparent defects in the completed construction, assist Owner in consultations and discussions with Contractor concerning correction of such deficiencies, and make recommendations as to replacement or correction of defective work.
- 2.7.9 Engineer shall have 45 days from Contractor's Substantial Completion date to complete requirements of Contract sections 2.7.4 and 2.7.7.

## 2.8 Resident Engineer and Inspection

- 2.8.1 Engineer shall furnish, if requested, a Resident Project Representative (RPR), assistants and other field staff to assist Engineer in observing performance of the work of Contractor. The RPR(s), and the level of support supplied, shall be subject to approval by the Owner.
- 2.8.2 Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the work of the Contractor.
- 2.8.3 The RPR shall be the Engineer's agent at the site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with Engineer and Contractor keeping Owner advised as necessary. RPR's dealing with subcontractor shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner with the knowledge of and under the direction of Engineer.
- 2.8.4 Duties and Responsibilities of RPR.
  - 2.8.4.1 Schedules. Review the progress schedule, schedule of Shop Drawings submittals and schedule of values

- prepared by Contractor and consult with Engineer concerning acceptability.
- 2.8.4.2 Conferences and Meetings. Attend meetings with Contractor, such as Pre-Construction Conferences, Progress Meetings, Job Conferences and other project related meetings, and prepare and circulate copies of minutes thereof.
- 2.8.4.3 Liaison:
- Serve as Engineer's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents; and assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-site operations.
  - Assist in obtaining from Owner additional details or information when required for proper execution of the Work.
- 2.8.4.4 Shop Drawings and Samples:
- Record date of receipt of Shop Drawings and samples.
  - Receive samples which are furnished at the site by Contractor, and notify Engineer of availability of samples for examination.
  - Advise Engineer and Contractor of the commencement of any work requiring a Shop Drawing or sample if the submittal has not been approved by Engineer.
- 2.8.4.5 Review of Work, Rejection of Defective Work, Inspection and Test.
- Conduct on-site observations of the Work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
  - Report to Engineer and Owner whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of work that RPR believes should be corrected or rejected or should be uncovered for observations, or requires special testing, inspection or approval.
  - Verify that tests, equipment and systems start-ups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record and report to Engineer appropriate details relative to the test procedures and start-ups.
  - Accompany visiting inspectors representing public agencies having jurisdiction over the Project, record the results of these inspections and report to Engineer.
- 2.8.4.6 Interpretation of Contract Documents. Report to Engineer and Owner when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by the Engineer.
- 2.8.4.7 Modifications. Consider and evaluate Contractor suggestions for modifications in Drawing or

Specifications and report with RPR's recommendations to Engineer and Owner. Transmit to Contractor decisions as issued by Engineer.

**2.8.4.8 Records.**

- Maintain at the job site orderly files for correspondence, reports for job conferences, Shop Drawings, and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports and other Project related documents.
- Keep a diary or log book recording Contractor hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures, and send copies to Engineer and Owner.
- Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of materials and equipment.
- Keep pictorial record of progress of project.

**2.8.4.9 Reports:**

- Furnish Engineer and Owner periodic (daily) reports as required of progress of the work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
- Consult with Engineer in advance of scheduled major tests, inspections or start of important phases of the work.
- Draft proposed Change Orders and Work Directive Changes, obtaining backup material from Contractor and recommend to Engineer Change Orders, Work Directive Changes and Field Orders in accordance with State and Local Laws.
- Report immediately to Engineer and Owner upon the occurrence of any accident.

**2.8.4.10 Payment Requests.** Review applications for payment with Contractor for compliance with the established procedure as set forth in the Construction Contract for their submission and forward with recommendations to Engineer noting particularly the relationship of the payment requested to the schedule of values, work completed and materials and equipment delivered at the site but not incorporated in the work.

**2.8.4.11 Certificates, Maintenance and Operations Manuals.** During the course of the work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by contractor are applicable to the times actually installed and in accordance with the Contract Documents, and having this material delivered to Engineer for review and forwarding to Owner prior to final payment for the work.

**2.8.4.12 Completion.**

- Before Engineer issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
- Conduct final inspection in the company of Engineer, Owner and Contractor and prepare a final list of items to be completed or corrected.
- Observe that all items on final list have been completed or corrected and make recommendation to Engineer concerning acceptance.

#### 2.8.5 Limitation of Authority.

##### 2.8.5.1 Resident Project Representative

- Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment unless authorized by Engineer.
- Shall not exceed limitations of Engineer's authority as set forth in the Agreement or the Contract Documents.
- Shall not undertake any of the responsibilities of Contractor, Sub-Contractor or Contractor's superintendent.
- Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
- Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the work.
- Shall not accept Shop Drawing or sample submittals from anyone other than Contractor.
- Shall not authorize Owner to occupy the project in whole or in part.
- Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by Engineer.

### 3.0 SERVICES OF THE OWNER

- 3.1 Provide full information as to the requirements of the Task Order.
- 3.2 Assist the Engineer in planning and design services by placing at his disposal all existing plans, maps, field notes, statistics, computations and other data in its possession relative to existing facilities.
- 3.3 Guarantee access to and make all provisions for the Engineer and his sub consultants to enter upon public property as required for performing the services.

### 4.0 COMPENSATION

- 4.1 For performance of Basic Engineering and Resident Engineering and Inspection as outlined in Section 2, Paragraphs 2.1 through 2.8.5.1 inclusive, required by the Owner, the Owner shall authorize and pay the Engineer as per the following:
  - 4.1.1 Owner shall pay Engineer for the performance of Basic Engineering services as outlined in Section 2, Paragraphs 2.1 through 2.7.9 inclusive, a professional engineering fee based upon either a percentage of the construction cost of the project, a lump sum estimate by the Engineer, or billable hours for a not to exceed amount according to rates in Exhibit D on page 22. Compensation type will be stated in the Task Order. If the percentage of construction method is to be used, the fee



shall be determined by referring to curve A on page 21 (Exhibit C) of this Contract, which indicates the rate of compensation for Basic Engineering Services expressed as a percentage of the construction cost. This curve is from American Society of Civil Engineer's Manual No. 45, 1980 Edition.

4.1.1.1 The fee for basic engineering services based on a percentage of the construction costs will have a maximum limitation of 110% of the Engineer's opinion of probable construction cost submitted with the final Drawings and Specifications referred to in Section 2, Paragraph 2.4.2 of this Contract. The fee for basic engineering services based on a percentage of the construction cost will have a minimum limitation of 90% of the Engineer's opinion of probable construction cost submitted with the final Drawings and Specifications referred to in Section 2, Paragraph 2.4.2 of this Contract.

4.1.1.2 An estimated construction cost based on the Engineer's conceptual opinion of probable cost for the project shall initially be used for the determination of interim fees until the more detailed Engineer's revised opinion of probable total project costs based on the final Drawings and Specifications referred to in Section 2, Paragraph 2.4.2 of this Contract is available.

4.1.1.3 Payment for basic engineering services shall be made based upon Engineer's estimate of the proportion of the services actually completed at the time of billing and shall be made in partial payments at monthly intervals for the following phases:

- For performing services outlined in Section 2.2, Task Order Conceptual Design, Paragraphs 2.2.1 through 2.2.8 inclusive, Owner agrees to pay Engineer as follows:
  - Ten percent (10%) of the total basic engineering services fee. Said fee shall be payable in partial payments on a monthly basis.
- For performing services outlined in Section 2.3 Task Order Design Memorandum, Paragraphs 2.3.1 through 2.3.5 inclusive, Section 2.4 Task Order Final Design, Paragraphs 2.4.1 through 2.4.5 inclusive, Owner agrees to pay Engineer as follows:
  - Sixty percent (60%) of the total basic engineering service fee. Said fee shall be payable in partial payments on a monthly basis.
- For performing services outlined in Sections 2.5 Task Order Bidding, Paragraphs 2.5.1 through 2.5.6 inclusive and Section 2.6 Task Order Construction, Paragraphs 2.6.1 through 2.6.15 inclusive, and Section 2.7, Task Order Close-out and Facility Operation, Paragraphs 2.7.1 through 2.7.9 inclusive, the Owner agrees to pay Engineer as follows:
  - Thirty percent (30%) of the total basic engineering service fee. Said fee shall be payable in partial payments on a monthly basis.

4.1.1.4 Payment for basic engineering services on projects that do not require construction services, such as

feasibility studies or drainage studies, shall be made based upon Engineer's estimate of the proportion of the services actually completed at the time of billing and shall be made in partial payments at monthly intervals for the following phases:

- For performing services outlined in Section 2.2, Task Order Conceptual Design, Paragraphs 2.2.1 through 2.2.8 inclusive, Owner agrees to pay Engineer as follows:
  - Thirty percent (30%) of the total basic engineering services fee. Said fee shall be payable in partial payments on a monthly basis.
- For performing services outlined in Section 2.3 Task Order Design Memorandum, Paragraphs 2.3.1 through 2.3.5 inclusive, Section 2.4 Task Order Final Design, Paragraphs 2.4.1 through 2.4.5 inclusive, Owner agrees to pay Engineer as follows:
  - Seventy percent (70%) of the total basic engineering service fee. Said fee shall be payable in partial payments on a monthly basis.

4.1.1.5 If the Task Order, or any portion thereof, is not completed for any reason, the final fee for basic engineering services shall be negotiated between Owner and Engineer as per Section 7.0

4.1.2 Owner shall pay Engineer for the performance of Resident Engineering and Inspection as outlined in Section 2, Paragraphs 2.8 through 2.8.5.1 inclusive, at monthly intervals based on either the hourly rate included in Exhibit D on page 22 of this Contract or by an agreed upon rate between the Owner and Engineer. Payment can be billable hours for a not to exceed amount.

4.2 If authorized in writing by Owner, for the performance of, or for obtaining from others Additional Services which are not considered normal or customary Basic Engineering or Resident Engineering and Inspection Services, the Owner shall pay Engineer in accordance with Paragraph 4.2.1 through 4.2.3, based on monthly invoices submitted by the Engineer, within sixty (60) days of receipt of Engineer's invoice.

4.2.1 For Additional Services provided by the Engineer such as, but not limited to, wetlands permitting, land and right-of-way acquisition, surveying, NPDES and LADEQ permit renewal or acquisition work, etc., Owner shall pay Engineer based on either the hourly rate included in Exhibit D on page 22 of this Contract or by an agreed upon rate between the Owner and Engineer. Payment can be by either billable hours for a not to exceed amount or lump sum.

4.2.2 The following documentation shall be required for payment to Engineer and shall be attached to the monthly invoice.

- A copy of the Owner's written authorization to perform the service.
- Timesheets for all hours invoiced.
- Invoice copies, logs or other substantiation of nonsalary expenses.

4.2.3 For Additional Services that Engineer acquires from subcontractors and/or sub consultants, Owner shall pay Engineer a fixed sum previously agreed upon by Owner and Engineer, such sum to be established in each case when the scope of the work involved has been determined and before



any of the Additional Services are provided. The use of subcontractors and/or subconsultants shall be subject to the provisions set forth in Section 10, Paragraph 10.4 and Section 11, Paragraph 11.4 of this Contract. The following documentation shall be required for payment to Engineer and shall be attached to the monthly invoice.

- A copy of the Owner's written consent for the subcontractor and/or subconsultant to perform the service stating the Owner's and Engineer's agreed upon fixed sum established for the service performed.
- Evidence that the subcontractor and/or subconsultant is insured as required by Section 10, Paragraph 10.4 of this Contract.

4.2.4 For Additional Engineering described in Section 5, Paragraph 5.1.1, Owner shall pay Engineer for the fee negotiated at the time the work is assigned by the method stipulated in the contract amendment.

## 5.0 CHARACTER AND EXTENT OF ADDITIONAL ENGINEERING

5.1 The Owner reserves the right to request Engineer to provide Additional Engineering and/or Additional Services described in Section 5, Paragraphs 5.1.1 through 5.1.2.11 inclusive. It is mutually understood that the Owner reserves the right to reevaluate any/all interested Engineering Firms concerning Additional Engineering or Additional Services as described in Section 5.0. The Owner shall issue written authorization to the Engineer to provide Additional Engineering and/or Additional Services prior to the performance of any Additional Engineering and/or Additional Services as described in Section 5, Paragraph 5.1 through 5.1.2.11 inclusive.

5.1.1 Additional Engineering. Provide Basic Design and Construction Engineering Services for a negotiated fee. The fee for Basic Engineering Services related to the design and construction for the associated work shall be negotiated at the time the work is assigned and this Contract shall be amended to include that work in accordance with Section 4.0 of this Contract.

5.1.2 Additional Services. Furnish or obtain from others Additional Services of the following types. The fee for Additional Services shall be authorized at the time the work is assigned in accordance with Section 4.2 of this contract.

5.1.2.1 Providing necessary design topographic surveying for the Task Order to obtain existing grading, locations and dimensions of existing structures, and elevation of critical elements.

5.1.2.2 Furnish survey personnel to lay out and stake out for construction, giving line locations and grade stakes at the required intervals.

5.1.2.3 Prepare to and serve as an expert witness for the Owner in any litigation.

5.1.2.4 Furnish one or more full time Resident Inspectors who will direct his and/or their efforts toward providing assurance for the owner that the completed project will conform to the requirements of the Contract Documents. This shall not be construed as the actual direction of construction work being performed by the Contractor, nor make the engineers responsible for construction techniques, sequences or procedures or the safety precautions incident thereto. A written resume will be submitted to the Owner for each Resident Inspector assigned to the Project. The Owner retains the right to disapprove the use of any Resident

Inspector the owner feels is, for any reason, not qualified.

- 5.1.2.5 Act as the Owner's representative in coordination of and be present during negotiations between Owner and other Governmental Bodies, Utility Companies, Transportation Companies, etc. (Prepare necessary data for such activities and review and make recommendations on data submitted by such agencies.)
- 5.1.2.6 Services resulting from significant changes in the general scope, extent or character of the Task Order or its design including, but not limited to, changes in size, complexity, Owner's schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents or are due to any other causes beyond Engineer's control as approved by Owner.
- 5.1.2.7 Providing renderings or models for Owner's use.
- 5.1.2.8 Preparing documents in addition to those furnished under Design Engineering and Construction Services for alternate bids requested by Owner for Contractor's work which is not executed or documents for out-of-sequence work.
- 5.1.2.9 Providing any type of property surveys or related engineering services needed for the transfer of interests in real property.
- 5.1.2.10 Assistance in connection with re-bidding or renegotiating contracts for construction, materials, equipment or services.
- 5.1.2.11 Provide technical consultation and advice on the completed project after the initial thirty (30) day start-up period.

## 6.0 OWNERSHIP OF DOCUMENTS,

- 6.1 Documents including but not limited to plans, specifications, maps, basic survey notes, sketches, charts, computations and all other data prepared or obtained under the terms of this authorization shall become the property of the Owner and shall be made available for Owner's inspection at anytime during the Task Order and, shall be delivered to the Owner prior to termination or final completion of the Contract.
- 6.2 Engineer may retain a set of documents for its files.
- 6.3 Reuse of Documents. Any reuse of documents or materials without written authorization or adaptation by Engineer to the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Engineer or to Engineer's independent professional associates, subcontractors, and consultants.
- 6.4 No materials, to include but not limited to reports, maps or other documents produced as a result of this Contract, in whole or in part, shall be available to Engineer for copyright purposes. Any such materials produced as a result of this Contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner, and the Owner shall be sole and exclusive entity who may exercise such rights.

## 7.0 TERMINATION.

- 7.1 This Agreement or any Task Order may be terminated by either party upon thirty (30) days written notice.

- 7.2 The Engineer, upon receipt of such notice, shall immediately discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.
  - 7.3 The Engineer shall, as soon as practicable after receipt of notice of termination, submit a statement showing in detail the services performed and payments received under this Agreement to the date of termination.
  - 7.4 The Owner shall then pay the Engineer promptly that portion of the prescribed fee to which both parties agree.
  - 7.5 Failure to meet agreed delivery dates or authorized extensions pertaining to Contract sections 2.2.8, 2.3.3, and 2.7.9 are considered substantial failures.
- 8.0 COMPLIANCE WITH LAWS AND ORDINANCE.
- 8.1 The Engineer hereby agrees to comply with all Federal, State and Local Laws and Ordinances applicable to the work or services under this Contract.
- 9.0 SUCCESSORS AND ASSIGNS
- 9.1 Owner and Engineer each bind himself, his successors, executors, administrators and assigns to the other party to this Agreement, and to the successors, executors, administrators and assigns of each other party in respect to all covenants of this Agreement.
- 10.0 INSURANCE
- 10.1 The Engineer shall secure and maintain at his expense such insurance that will protect him and the Owner, from claims under Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from performance of services under this Agreement. Insurance for bodily injury or death shall be in the unencumbered amount of \$500,000.00 for one person and not less than \$1,000,000.00 for all injuries and/or deaths resulting from any one occurrence. The insurance for property damage shall be in the unencumbered amount of \$250,000.00 for each accident and not less than \$1,000,000.00 aggregate.
  - 10.2 The Engineer shall also secure and maintain at his expense professional liability insurance in the unencumbered sum of \$500,000.00.
  - 10.3 All certificates of insurance SHALL BE FURNISHED TO THE OWNER and shall provide that insurance shall not be cancelled without ten (10) days prior written notice to the Owner. The Owner may examine the policies.
  - 10.4 Engineer shall include all subcontractors and/or subconsultants as insured under its policies or shall furnish separate certificates for each. All coverages for subcontractors and/or subconsultants shall be subject to all the requirements stated herein.
  - 10.5 St Charles Parish shall be named as an additional insured on general liability insurance policies.
  - 10.6 For all purposes under Louisiana law, the principals of this Contract shall be recognized as the statutory employer of all contract employees as provided in LSA-R.S. 23:1061.
- 11.0 GENERAL.
- 11.1 The Engineer shall indemnify and save harmless the Owner against any and all claims, demands, suits or judgments for sums of money to any party for loss of life or injury or damages to person or property, growing out of, resulting from or by reason of any negligent act by the Engineer, its agent, servants or employees, while engaged upon or in connection with the services required or performed hereunder.



- 11.2 While in the performance of services or carrying out other obligations under this Agreement, the Engineer shall be acting in the capacity of the independent contractors and not as employees of the Owner. The Owner shall not be obligated to any person, firm or corporation for any obligations of the Engineer arising from the performance of their services under this Agreement. The Engineer shall be authorized to represent the Owner with respect to services being performed, dealing with other agencies and administrations in order to perform the services under this Contract.
- 11.3 The Engineer warrants that he has not employed or retained any company or person other than a bona-fide employee working solely for the consultant, to solicit or secure this Contract, and that they have not paid or agreed to pay any company or person other than bona-fide employees working solely for the consultant, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the Owner shall have the right to annul this Contract without liability.
- 11.4 This Agreement being for the personal services of the Engineer shall not be assigned or subcontracted in whole or in part by the Engineer as to the services to be performed hereunder without the written consent of the Owner.
- 11.5 Should either party to this Agreement have to file suit in order to enforce the provisions of hereof, the losing party hereby agrees to pay the attorney's fees of the prevailing party.
- 11.6 No member of the Governing Body of the Owner and no other officer, employee or agent of the Owner who exercises any functions or responsibilities in connection with the planning and carrying out to the Program, shall have any personal financial interest, direct or indirect, in this Contract, and the Engineer shall take appropriate steps to assure compliance.
- 11.7 No member of the Governing Body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the Program, shall have any personal financial interest, direct or indirect, in this Contract, and the Engineer shall take appropriate steps to assure compliance.
- 11.8 The Engineer covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the project area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Engineer further covenants that in the performance of this Contract no person having any such interest shall be employed.
- 12.0 ACCESS TO SITE.
- 12.1 Owner shall be fully responsible for obtaining the necessary access authorizations to allow Engineer, its agents, subcontractors and representatives, to have access to all areas of public and private property as required by Engineer in order to perform its services under this Agreement.
- 13.0 WARRANTY.
- 13.1 Engineer warrants that it will perform its design services with the degree of skill and to the standard of care required of the engineering profession to meet all Federal, State and Local requirements
- 13.2 If Engineering Services for a task order designed by Engineer does not meet those requirements noted in 13.1 above, then to the extent that this occurs as a direct result of Engineer's failure to meet the standard of care in its design services, Engineer will indemnify the Parish for Engineer's share of the costs incurred to bring Engineering Services for project to the limitations mandated.

13.3 The obligations expressed in 13.1 and 13.2 in no way limits the Engineer's obligations expressed elsewhere in this Contract.

**14.0 EXCLUSIVE JURISDICTION AND VENUE**

14.1 For all claims arising out of or related to this agreement, ENGINEER hereby consents and yields to the exclusive jurisdiction and venue of the Twenty-Ninth Judicial District Court for the Parish of St. Charles and expressly waives any (a) pleas of jurisdiction based upon ENGINEER'S residence and (B) right of removal to Federal Court based upon diversity of citizenship.

IN WITNESS WHEREOF, the parties to these presents have hereunto caused these presents to be executed the day, month and year first above mentioned.

WITNESSES:

ST. CHARLES PARISH

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
V. J. St. Pierre, Jr.  
Parish President

WITNESSES:

MEYER ENGINEERS, LTD

*Brandon Chaudhary*

*Dawn Brown*

*[Signature]*

EXHIBIT A

TASK ORDER (Example)

ST.CHARLES PHASED DELIVERY TYPE CONTRACT

Is hereby attached to and is part of the  
CONTRACT FOR ENGINEERING SERVICES BETWEEN  
ST. CHARLES PARISH AND ENGINEER  
as described in Ordinance No. \_\_\_\_\_

TASK ORDER No. P080xxx – 1,2,3,etc

TASK ORDER DESCRIPTION

Provide a description of the task order:  
Existing Condition  
Purpose of Task Order  
Proposed Improvements  
Estimated Project Budget if applicable

SCOPE OF SERVICES

**Engineering and Construction Services**  
Section 2.2 – 2.4 Conceptual, Preliminary, and Final Design – \_\_\_\_\_  
Section 2.5 – 2.8 Bidding, Construction/Close Out, Resident Engineer/Inspection – \_\_\_\_\_  
Additional Services – \_\_\_\_\_  
Additional Engineering - \_\_\_\_\_  
**Training, Manuals, and Drawings**  
Prepare training materials and \_\_\_\_\_ hours of training \_\_\_\_\_  
\_\_\_\_\_ sets of equipment O&M manuals \_\_\_\_\_  
\_\_\_\_\_ sets of shop drawings \_\_\_\_\_  
\_\_\_\_\_ Final set of drawings per section 2.7.7 \_\_\_\_\_

COMPENSATION

**Engineering Services**  
Reference section 4.0 and specify type of compensation – percentage of construction cost curve, lump sum, or not to exceed billable hours.  
**Additional Services**  
Reference section 4.2 and specify type of compensation – lump sum or not to exceed billable hours.  
**Additional Engineering**  
Reference section 4.2.4 and specify type of compensation – lump sum or not to exceed billable hours.

If you agree with the Scope of Services, and Compensation as outlined herein, please indicate your acceptance by signing on the line provided below, dating and returning a copy to our office.

\_\_\_\_\_, S, LTD.

ST CHARLES PARISH

\_\_\_\_\_

\_\_\_\_\_  
Sam Scholle  
Director of Public Works and Wastewater

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



## EXHIBIT B

The following contract documents and specifications are to be assembled, bound using plastic comb binders, and delivered to St. Charles Parish Public Works Office. The contract document is basically the bid document with forms completed according to the instructions below, and all project specifications that were included in the bid document.

### Five(5) contract documents with the following(in sequence):

- Cover sheet prepared by engineer with stamp.
- Copy of the Table of Contents from bid book.
- Copy of the actual Advertisement for Bid showing all dates (section 00010).
- Copy of Instructions to Bidders (section 00100) and Information Available to Bidders (section 00200) from bid book.
- Copy of the completed Bid Form from selected/winning bid (section 00300) and a copy of all addendums.
- Copy of the bid opening and tabulation forms.
- Copy of the signed Bid Bond from selected/winning bid (section 00410) and its corresponding power of attorney.
- Copy of the completed Questionnaire from selected/winning bid (section 00430).
- Copy of the Schedule of Suppliers from selected/winning bid (section 00450).
- Original Non-Collusive and Non-Solicitation Affidavit signed, dated, and notarized (section 00480). All books must have an originally signed document.
- Original and current Corporate Resolution authorizing execution of contract signed and dated (section 00485). All books must have an originally signed document. The resolution on corporate stationery is acceptable as long as it follows the wording of St Charles Parish's standard form (section 00485).
- Original signed agreement (section 00500) and not dated. Document will be dated when Parish President signs agreement. Contract price must agree with Bid Form amount. Blanks in article 7 must also be completed. All books must have an originally signed document.
- Original Performance and Payment Bond (section 00610) completed, signed, dated, and sealed. The date on page 00610-1 is to be left blank and will be dated when the Parish President signs the agreement form. An original power of attorney must accompany each bond document. All books must have originally signed documents.
- Original certificate of insurance. Computer generated signature acceptable. The Certificate must name St Charles Parish as an additional insured on all general liability policies and the standard cancellation clause must read as follows:

"Should any of the above described policies be canceled or changed by restricted amendment before the expiration date thereof, the issuing Company will give thirty (30) days written notice to the below named certificate holder.

- Copy of the following documents from the bid document: Certificate of Owner's Attorney (section 00670); General Conditions, Supplementary Conditions, and Second Supplementary Conditions (sections 00700, 00800, 00801); and forms Change Order, Certificate of Substantial Completion, Notice of Award, and Notice to Proceed (sections 00806, 00808, 00810, 00812).
- Copy of all Division 01 through Division 16 specifications that were included in the bid document.

### One(1) contract document with the following:

- Cover sheet prepared by engineer with stamp and marked Court File Copy.
- All the above documents except for General Conditions (section 00700), Supplementary Conditions (section 00800), and Second Supplementary Conditions (section 00801). Originals specified above are also required in this book.

## EXHIBIT C

## CONSULTING ENGINEERING

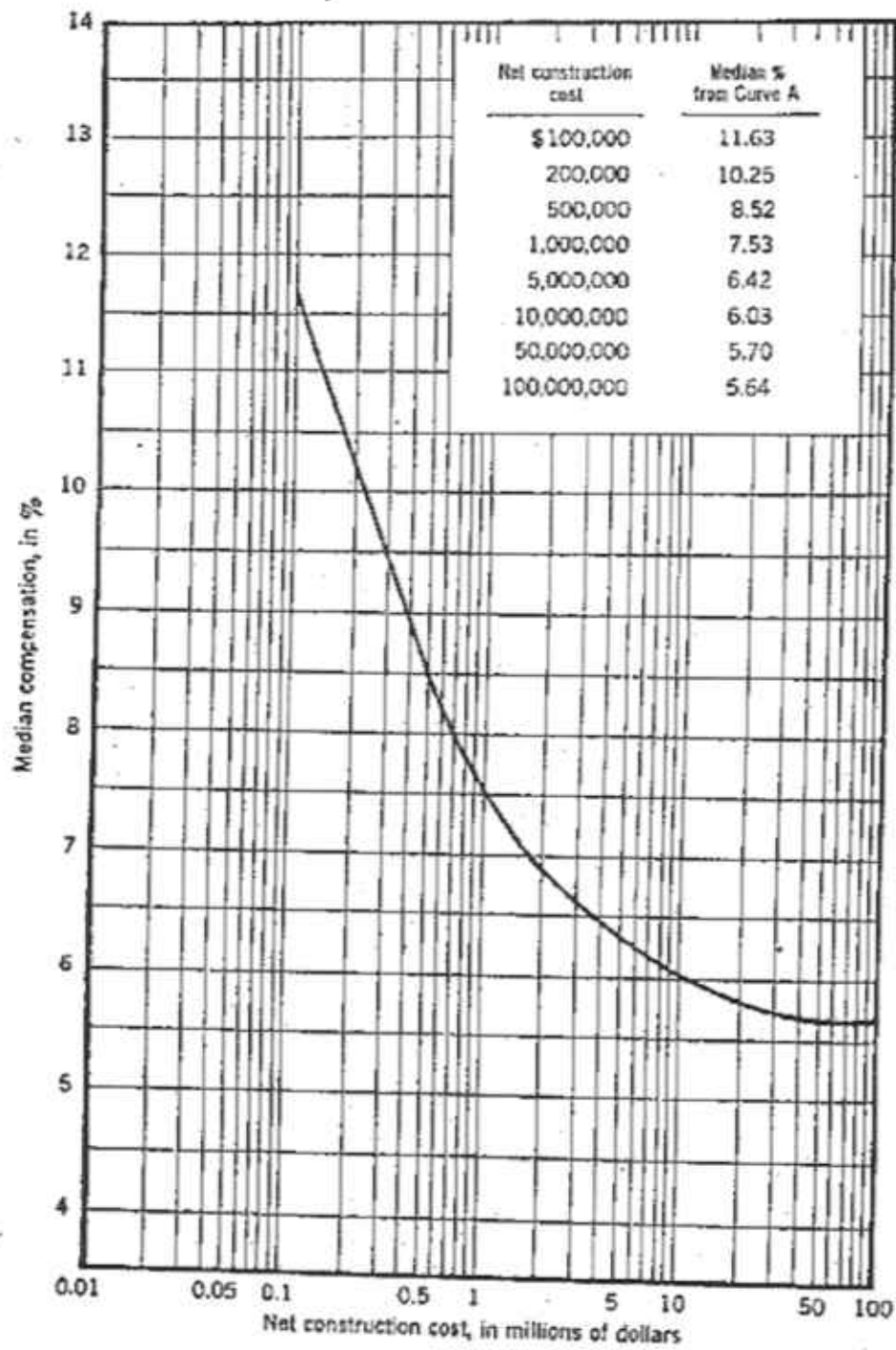


FIG. 1.—CURVE A, MEDIAN COMPENSATION FOR BASIC SERVICES EXPRESSED AS A PERCENTAGE OF NET CONSTRUCTION COST FOR PROJECTS OF ABOVE-AVERAGE COMPLEXITY (1980)

## EXHIBIT D

F:\WORDPROC\MASTER\GENERAL RATES CLASS 1-1-2013

**MEYER ENGINEERS, LTD.**  
**GENERAL RATES BY CLASSIFICATION**  
**AS OF JANUARY 1, 2013**

PRINCIPAL	\$220.00
SUPERVISOR ENGINEER	\$150.00
ENGINEER	\$130.00
SUPERVISOR ARCHITECT	\$180.00
SENIOR ARCHITECT	\$110.00
GRADUATE ENGINEER	\$105.00
GRADUATE ARCHITECT	\$75.00
ADMINISTRATIVE	\$65.00
CADD DRAFTER	\$60.00
CLERICAL I	\$50.00
CLERICAL II	\$38.00
CONSTRUCTION MANAGER	\$140.00
RESIDENT INSPECTOR	\$70.00
PLANNER	\$150.00

Richard C. Meyer, P.E.  
President  
David H. Dupré, P.E.  
Vice President  
James J. Papia, AIA, NCARB  
Mark A. Schutt, P.E.  
Ann M. Theriot, P.E.  
Jessica D. Woodward, P.E.



P.O. Box 763 | Metairie, Louisiana 70004  
E-mail: meyer@meyer-e-l.com  
f | 504 887 5056

34  
Charles E. Meyer, P.E.  
Executive Vice President  
Jitendra C. Shah, P.E.  
Vice President  
John Spranley, A.I.A.  
Matthew J. Falati, P.E.  
Elena G. Anderson, IIDA  
LA Reg. ID # 1353  
Eric M. Colwart, P.E.

January 15, 2013

Mr. Lawrence "Lee" Zeringue, P.E.  
Senior Parish Engineer  
St. Charles Parish Dept. of Public Works/Wastewater  
100 River Oaks Drive  
Destrehan, LA 70047

Re: Cousin Pump Station Discharge Pipes  
A/E Project No. 20-1270


Dear Mr. Zeringue,

Enclosed are six (6) executed originals of the Contract for Engineering Services for the above referenced project.

Once fully executed, please return one (1) original to my office for our file.

Sincerely,

Meyer Engineers, Ltd.



Richard C. Meyer

RCM/bgc

Enclosures



Laura Audrey

4937 Hearst Street, Suite 1B Metairie, Louisiana 70001 | 504 885 9892  
2031 Claiborne Street Mandeville, Louisiana 70448



# ST. CHARLES PARISH

## DEPARTMENT OF PUBLIC WORKS

100 RIVER OAKS DRIVE • DESTREHAN, LOUISIANA 70047

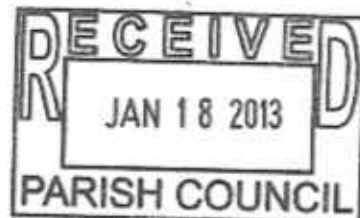
(985) 783-5102 • (985) 783-5104 • FAX (985) 725-2250

Website: [www.stcharlesparish-la.gov](http://www.stcharlesparish-la.gov)

V.J. ST. PIERRE, JR.  
PARISH PRESIDENT

SAM SCHOLLE  
DIRECTOR

January 17, 2013



TO: Tiffany Clark  
Council Secretary

FROM: Sam C. Scholle *SS*  
Director of Public Works/Wastewater

SUBJECT: Cousins Pump Station Discharge Culvert Replacement  
St. Charles Parish Project No. P130101

Please introduce the Ordinance for the above referenced subject at the next Council Meeting, which is Tuesday, January 22, 2013. Thank you for your usual cooperation.

SCS: red

Attachments



**2013-0023****INTRODUCED BY: PAUL J. HOGAN, PE, COUNCILMAN, DISTRICT IV  
ORDINANCE NO. \_\_\_\_\_**

An ordinance to name an unnamed 50' Private Access  
Servitude in S. Ciravola Estates, Boutte as Ciravola  
Lane for permitting and 911 addressing purposes.

**WHEREAS,** the St. Charles Parish Planning and Zoning approved the re-subdivision of  
Lot AE-3 into Lots AE-3-A and AE-3-B of S. Ciravola Estates, Boutte; and,

**WHEREAS,** said re-subdivision included a 50' Access Servitude to service the lots  
established therein; and,

**WHEREAS,** a home is to be constructed at the end of said Access Servitude; and,

**WHEREAS,** said re-subdivision did not name the Access Servitude and it is the desire  
of the property owners to name said Access Servitude as Ciralova Lane;  
and,

**WHEREAS,** it is required that the Access Servitude be named for permitting and 911  
addressing purposes.

**THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:**

**SECTION I.** That the 50' Access Servitude identified on the Re-subdivision of  
S. Ciravola Estates Subdivision by John S. Teegarden, PLS dated November 27, 2012  
is hereby named Ciravola Lane (private).

**SECTION II.** That the Department of Public Works is hereby authorized to install  
the proper signs identifying Ciravola Lane as a private lane in Boutte.

The foregoing ordinance having been submitted to a vote, the vote thereon was  
as follows:

And the ordinance was declared adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2013,  
to become effective five (5) days after publication in the Official Journal.

Ord - Ciravola Lane - Private (01-14-13)

CHAIRMAN: \_\_\_\_\_

SECRETARY: \_\_\_\_\_

DLVD/PARISH PRESIDENT: \_\_\_\_\_

APPROVED: \_\_\_\_\_ DISAPPROVED: \_\_\_\_\_

PARISH PRESIDENT: \_\_\_\_\_

RETD/SECRETARY: \_\_\_\_\_

AT: \_\_\_\_\_ RECD BY: \_\_\_\_\_

**2013-0024**

**INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT  
(DEPARTMENT OF PARKS & RECREATION)**

**ORDINANCE NO. \_\_\_\_\_**

An ordinance to approve and authorize the execution of Agreement between St. Charles Parish and Civil & Environmental Consulting Engineers, Danny J. Hebert, P.E., LLC. to provide design services for the Ashton Park Development in Luling.

**WHEREAS,** the Parish desires to engage Civil & Environmental Consulting Engineers, Danny J. Hebert, P.E., LLC. to provide design services for the addition of parking facilities, restroom facilities and other recreation amenities to be built in the Ashton Plantation development; and,

**WHEREAS,** it is the desire of the Parish and Civil & Environmental Consulting Engineers, Danny J. Hebert, P.E., LLC, to enter into an agreement for said services.

**THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:**

**SECTION I.** That the Agreement between Civil & Environmental Consulting Engineers, Danny J. Hebert, P.E., LLC and St. Charles Parish for the new Ashton Park Development is hereby approved.

**SECTION II.** That the Parish President is hereby authorized to execute said agreement on behalf of St. Charles Parish.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

And the ordinance was declared adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2013, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: \_\_\_\_\_

SECRETARY: \_\_\_\_\_

DLVD/PARISH PRESIDENT: \_\_\_\_\_

APPROVED: \_\_\_\_\_ DISAPPROVED: \_\_\_\_\_

PARISH PRESIDENT: \_\_\_\_\_

RETD/SECRETARY: \_\_\_\_\_

AT: \_\_\_\_\_ RECD BY: \_\_\_\_\_

**SINGLE PROJECT**  
**CONTRACT FOR ENGINEERING SERVICES**

THIS AGREEMENT made and effective as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between ST. CHARLES PARISH acting herein by and through its President, who is duly authorized to act on behalf of said Parish, hereinafter called the Owner, and **CIVIL & ENVIRONMENTAL CONSULTING ENGINEERS, 13919 RIVER RD., SUITE 310, LULING, LA. 70070**, a corporation acting herein by and through its Contracting Officer, hereinafter called Engineer. Whereas the Owner desires to employ a professional consulting engineering firm to perform engineering services for the **ASHTON PARK DEVELOPMENT** project as described in Ordinance No. \_\_\_\_\_ which is attached hereto and made a part hereof.

**1.0 GENERAL**

The Owner agrees to employ the Engineer, and the Engineer agrees to perform professional services required for the project described above. Engineering will conform to the requirements of the Owner and to the standards of the agencies participating with the Owner in the Project. The Engineer will coordinate all work between the Owner and all participating agencies and regulating agencies, if needed. Written authorization to begin Conceptual, Preliminary, and Design phases of the project will be given to the Engineer by the owner. The Owner may terminate the Contract by written notification and without cause per Section 7.0 during any phase of the project.

**2.0 CHARACTER AND EXTENT OF BASIC SERVICES OF THE ENGINEER**

**2.1 General**

- 2.1.1 Engineer shall provide for Owner professional engineering services in all phases of the Project to which this Agreement applies and as hereinafter provided to properly plan and execute the work on the project(s) assigned to the Engineer. These services will include but will not be limited to serving as Owner's professional engineering representative for the Project, providing professional engineering consultation and advice, and furnishing customary civil, surveying, geotechnical, structural, mechanical, electrical, instrumentation and control engineering services and construction engineering and inspection.
- 2.1.2 In general, the Project consists of the Design and Construction Management of the following major elements:

Addition of parking facilities, restroom facilities and other recreation amenities as requested by the owner.

- 2.1.3 Services provided by the Engineer shall be performed in accordance with generally accepted professional engineering practice at the time and the place where the services are rendered.
  - 2.1.4 Engineer shall obtain from Owner authorization to proceed in writing for each phase of the Project.
  - 2.1.5 Engineer shall provide minutes of all meetings with St. Charles Parish to include but not limited to meetings regarding any phase of the Project, Pre-Bid Conferences, Progress Meetings, Technical review Committee Meetings, etc.
- 2.2 Conceptual Design Report Phase**
- 2.2.1 Reviewing available data and consulting with the Owner to clarify and define the Owner's requirements for the Project.
  - 2.2.2 Conducting a Pre-Design Meeting Workshop with the Owner.

- 2.2.3 Advising the Owner as to the necessity of providing or obtaining from others additional data or services. These additional services may include photogrammetry, reconnaissance surveys, property surveys, topographical surveys, geotechnical investigations and consultations, compilation of hydrological data, materials engineering, and environmental assessments and impact statements.
  - 2.2.4 Identifying and analyzing requirements of governmental authorities having jurisdiction to approve the design of the Project, and participating in consultations with such authorities.
  - 2.2.5 Providing analyses of the Owner's needs, planning surveys and comparative evaluations of prospective site plans and solutions.
  - 2.2.6 Preparing a comprehensive Conceptual Design Report presenting selected solutions to the Owner with the Engineer's findings and recommendations. The Report will contain as a minimum:
    - Discussion of project background and need.
    - Schematic layouts, sketches, or photographs.
    - Conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved.
    - Any special material specifications including major equipment specifications.
    - A preliminary cost estimate for each alternative.
    - Engineer's conceptual opinion of probable costs for the selected alternative.
    - Project Master Schedule.
    - Discussion as to what permits are needed, time to acquire approvals, and potential adjacent land owner authorizations/servitudes that need addressing.
    - Discussion of the type of additional services, mentioned in 2.2.3, that will be needed.
  - 2.2.7 Meeting with the Owner and presenting findings of the Conceptual Design Report.
  - 2.2.8 The Conceptual Design Report and Engineer's documentation and opinion of costs, along with the following documents and files, shall be delivered to Owner within 30 calendar days, or as otherwise stated in the written authorization from Owner to Engineer to proceed with Conceptual Design.
    - Five(5) copies of the report for review.
    - Once the report has been finalized, submit two(2) copies of the revised report plus one(1) electronic file copy in PDF format, and one(1) electronic file copy of the Master project schedule in Microsoft Project format.
    - All files will be titled so as to distinguish between conceptual, preliminary, and final design stages.
- 2.3 Design Memorandum Phase - N/A
- 2.3.1 The Design Memorandum or Preliminary Engineering Design Report will summarize the process and design criteria established in Conceptual Design and initiate acquiring necessary permits and servitudes. The document will be used in the development of final design plans and specifications and will serve as a guide by designers and other interested parties.
  - 2.3.2 The Design Memorandum will consist minimally of the following sections:
    - Site Development – project site plan that includes anticipated construction area required and any known servitudes or property owners.



- Hydraulics - if necessary
  - Treatment Processes - if necessary
  - Design Criteria including a listing of all standard specifications to be used by type (concrete, piling, steel electrical, roads/foundations, etc)
  - Preliminary Drawings – 11X17 minimum size
  - The following indexes: Drawings, Division 00 St Charles Parish Bidding/Contract Documents showing revision number, Division 01 St Charles Parish General Specifications showing revision number, and Division 02-16 material and equipment specifications, to be used in final design.
  - Engineer's preliminary opinion of probable costs.
  - Updated Project Master Schedule.
  - Summary of estimated quantities – initial bid schedule
  - Instrumentation & Control Philosophy
  - Power Requirements
  - Additional data that will be needed, such as topographical, geotechnical, and project surveying.
- 2.3.3 The engineer will deliver to owner within 15 days following Design Memorandum authorization, a detailed description (including specifications) and estimated cost of required additional services such as site survey, topographical survey, or geotechnical investigation. In addition, the engineer will also deliver estimated time and cost to apply for regulatory permits from local, state or federal authorities. The owner will have the option to utilize their own surveyor, land/servitude acquisition consultant, permit consultant, or geotech firm.
- 2.3.4 Meeting with the Owner and presenting findings of the Preliminary Design Report.
- 2.3.5 The Preliminary Engineering Design Report and Engineer's documentation and opinion of costs, along with the following documents and files, shall be delivered to the Owner within 30 days or as otherwise stated in the written authorization from Owner to Engineer to proceed with Preliminary Engineering.
- Five(5) copies of the report for review.
  - Once the report has been finalized, submit two(2) copies of the revised report plus one(1) electronic file copy in PDF format, and one(1) electronic file copy of the updated Master project schedule in Microsoft Project format.
  - Two(2) copies of the drawings (11x17 minimum).
  - Once the drawing review is complete, submit one copy of the revised drawings plus one(1) electronic file copy of each drawing in AutoCAD format (release 2000 or later) and in PDF format.
  - All files will be titled so as to distinguish between conceptual, preliminary, and final design stages.

## 2.4 Design Phase

- 2.4.1 Prepare for incorporation into Contract Documents final drawings based on the accepted preliminary design documents to show the scope, extent, and character of the work to be furnished and performed by Contract (hereinafter called "Drawings") and Specifications which will be prepared in conformance with the sixteen division format of the Construction Specifications Institute.
- 2.4.2 Preparing and furnishing to the Owner a revised opinion of probable total project costs based on the final Drawings and Specifications.
- 2.4.3 Preparing the contract/bid document that includes St. Charles Parish's Standardized Construction Contract files and the



added engineer's specifications for review and approval by the Owner (and the Owner's legal and other advisors).

2.4.4 Meeting with the Owner and presenting the final design.

2.4.5 The Final Design Services shall be completed and Engineer's documentation and opinion of costs, along with the following documents and files, shall be delivered to the Owner within 30 days or as otherwise stated in the written authorization.

- Three(3) copies of the contract/bid document for review.
- Once the contract/bid document has been finalized, submit two(2) stamped copies of the revised document plus one(1) electronic file copy in PDF format, and one(1) electronic file copy of the updated Master project schedule in Microsoft Project format.
- Two(2) copies of the drawings – D Size for review.
- Once the drawing review is complete, submit two stamped copies of the revised drawings plus one(1) electronic file copy of each drawing in AutoCADD format(release 2000 or later) and in PDF format.
- All files will be titled so as to distinguish between conceptual, preliminary, and final design stages

## 2.5 Bidding Phase

2.5.1 Produce Contract Documents (specifications and 22" by 34" drawings) for each Project for bidding purposes.

2.5.2 Assist Owner as necessary in advertising for and obtaining bids for construction, materials, equipment and services; and maintain a record of prospective bidders to whom Bidding Documents have been issued, attend Pre-Bid Conferences and receive and process fees for Bidding Documents. Distribute Bidding Documents to potential bidders.

2.5.3 Issue addenda as appropriate to interpret, clarify or expand the Bidding Documents.

2.5.4 Consult with and advise Owner as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor (herein called "Contractor") for those portions of the work as to which such acceptability is required by the Bidding Documents.

2.5.5 Consult with Owner and confirm in writing the acceptability of substitute materials and equipment proposed by Contractor when substitution prior to the award is required by the Bidding Documents.

2.5.6 Attend the Bid Opening, prepare Bid Tabulation Sheets and assist Owner in evaluating bids or proposals and recommend, in writing, contract awarding. In addition, Engineer shall assemble contract documents as specified in Exhibit A on page 19 attached hereto and made a part hereof, for presentation and execution.

## 2.6 Construction Phase

During the Construction Phase

2.6.1 General Administration of Construction Contract. Engineer shall consult with and advise Owner and act as Owner's representative as provided in Articles 1 through 17, inclusive, of the Standard General Conditions of the Construction Contract of the Engineer's Joint Contract Documents Committee. The extent and limitations of the duties, responsibilities and authority of Engineer as assigned in said Standard General Conditions shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer who will have authority to act on behalf of Owner to the extent

provided in said Standard General Conditions except as otherwise provided in writing.

**2.6.2 Visits to Site and Observation of Construction.** In connection with observations of the work of Contractor while it is in progress.

**2.6.2.1** Engineer shall make visits to the site once per month minimum, or more frequent visits as deemed necessary by Owner and/or progress of work during the construction periods to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor's work. Based on information obtained during such visits and on such observations, Engineer shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and Engineer shall keep Owner informed of the progress of the work.

**2.6.2.2** The purpose of Engineer's visits to (and representation by Resident Project Representative if utilized) the site will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed work of Contractor will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by Contractor. On the other hand, Engineer shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor furnishing and performing their work except as provided in 2.6.3. Accordingly, Engineer can neither guarantee the performance of the construction contracts by Contractor nor assume responsibility for Contractor's failure to furnish and perform their work in accordance with the Contract Documents.

**2.6.3 Defective Work.** During such visits and on the basis of such observations, Engineer may disapprove of or reject Contractor's work while it is in progress if Engineer believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.

**2.6.4 Interpretations and Clarifications.** Engineer shall issue necessary interpretations and clarifications of the Contract Documents.

**2.6.5 Shop Drawings.** Engineer shall review and approve (or take other appropriate action in respect of) Shop Drawings (as that term is defined in the aforesaid Standard General Conditions), samples and other data which Contractor is required to submit, but only for conformance with the design concept of

the Project and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto except as provided in 2.6.3.

- 2.6.6 **Substitutes.** Engineer shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor and make a recommendation to Owner for his approval.
- 2.6.7 **Inspections and Tests.** Engineer shall have authority, as Owner's representative, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testing and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents).
- 2.6.8 **Dispute between Owner and Contractor.** Engineer shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make recommendations on all claims of Owner and Contractor relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work.
- 2.6.9 **Applications for Payment.** Based on Engineer's on-site observations as an experienced and qualified design professional, on information provided by the Resident Project Representative and on review of applications for payment and the accompanying data and schedules:
  - 2.6.9.1 Engineer shall determine the amounts owed to Contractor and recommend in writing payments to Contractor in such amounts. Such recommendations of payment will constitute a representation to Owner based on such observations and review, that the work has progressed to the point indicated, and that, to the best of Engineer's knowledge, information and belief, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation). In the case of unit price work, Engineer's recommendations of payment will include final determination of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents).
  - 2.6.9.2 By recommending any payment Engineer will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by Engineer to check the quality or quantity of Contractor's work as it is furnished and performed beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Engineer's review of Contractor's work for the purposes of recommending payments will not impose on Engineer responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or



programs incident thereto or Contractor compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials or equipment has passed to Owner free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid except as provided in, but not limited to paragraph 2.6.3.

- 2.6.10 Construction Closeout Document. Engineer shall receive and review maintenance and operating instructions, tests and approvals which are to be assembled by Contractor in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of certificates of inspection, tests and approvals the results certified indicate compliance with, the Contract Documents); and shall transmit them to Owner with written comments.
- 2.6.11 Inspection. Engineer shall conduct an inspection to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable. If the completed work is acceptable, the Engineer shall recommend in writing, a Notice of Substantial Completion to the Owner and the Contractor that the work is acceptable (subject to any conditions therein expressed).
- 2.6.12 Pre-Construction Conference. Engineer shall assist Owner in conducting a Pre-Construction Conference with Contractor for the project to discuss construction-related matters. Engineer will supply two stamped copies of the Construction Drawings incorporating addenda items generated during the bid process plus one(1) electronic file copy of each drawing in AutoCADD format(release 2000 or later) and in PDF format titled to reflect "Construction Drawings"
- 2.6.13 Owner shall select independent material testing labs. Engineer shall review testing results and based on these results, recommend to Owner the acceptability of material provided by the Contractor and used in the Project.
- 2.6.14 Limitation of Responsibilities. Engineer shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor or supplier, or any of the Contractor's or Sub-Contractor's or supplier's agents or employees or any other persons (except Engineer's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor's work; however, nothing contained in paragraphs 2.6.1 through 2.6.12 inclusive, shall be construed to release Engineer from liability for failure to properly perform duties and responsibilities assumed by Engineer in the Contract Documents, inclusive of but not limited to 2.6.3.
- 2.6.15 Work Directive Changes and Change Orders. To be provided as appropriate to construct the project and in accordance with State and Local Laws.

## 2.7 Close-out and Operational Phase - N/A

During this Phase, Engineer shall:

- 2.7.1 Provide start-up services for the new facility.
- 2.7.2 Prepare training materials and provide \_\_ hours of training for Owner's staff to operate and maintain the new facility. The

program consists of classroom training and hands-on training using the installed equipment.

- 2.7.3 Assemble \_\_\_ complete sets of equipment manufacturer's operation and maintenance manuals in proper order for Owner's future reference.
- 2.7.4 Assemble \_\_\_ complete sets of approved shop drawings in proper order for Owner's future reference.
- 2.7.5 Provide technical consultation and assistance in correcting warranty items.
- 2.7.6 Provide assistance in connection with the refining and adjusting of new equipment or system.
- 2.7.7 Prepare a final set of stamped project drawings reflecting "as built" along with one(1) electronic file copy of these drawings in AutoCADD format(release 2000 or later) and in PDF format titled to reflect "as built".
- 2.7.8 In company with Owner, visit the Project to observe any apparent defects in the completed construction, assist Owner in consultations and discussions with Contractor concerning correction of such deficiencies, and make recommendations as to replacement or correction of defective work.
- 2.7.9 Engineer shall have 45 days from Contractor's Substantial Completion date to complete requirements of Contract sections 2.7.4 and 2.7.7.

## 2.8 Resident Engineer and Inspection

- 2.8.1 Engineer shall furnish, if requested, a Resident Project Representative (RPR), assistants and other field staff to assist Engineer in observing performance of the work of Contractor. The RPR(s), and the level of support supplied, shall be subject to approval by the Owner.
- 2.8.2 Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the work of the Contractor.
- 2.8.3 The RPR shall be the Engineer's agent at the site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with Engineer and Contractor keeping Owner advised as necessary. RPR's dealing with subcontractor shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner with the knowledge of and under the direction of Engineer.
- 2.8.4 Duties and Responsibilities of RPR.
  - 2.8.4.1 Schedules. Review the progress schedule, schedule of Shop Drawings submittals and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.
  - 2.8.4.2 Conferences and Meetings. Attend meetings with Contractor, such as Pre-Construction Conferences, Progress Meetings, Job Conferences and other project related meetings, and prepare and circulate copies of minutes thereof.
  - 2.8.4.3 Liaison:
    - Serve as Engineer's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents; and assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-site operations.



- Assist in obtaining from Owner additional details or information when required for proper execution of the Work.
- 2.8.4.4 Shop Drawings and Samples:
  - Record date of receipt of Shop Drawings and samples.
  - Receive samples which are furnished at the site by Contractor, and notify Engineer of availability of samples for examination.
  - Advise Engineer and Contractor of the commencement of any work requiring a Shop Drawing or sample if the submittal has not been approved by Engineer.
- 2.8.4.5 Review of Work, Rejection of Defective Work, Inspection and Test.
  - Conduct on-site observations of the Work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
  - Report to Engineer and Owner whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of work that RPR believes should be corrected or rejected or should be uncovered for observations, or requires special testing, inspection or approval.
  - Verify that tests, equipment and systems start-ups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record and report to Engineer appropriate details relative to the test procedures and start-ups.
  - Accompany visiting inspectors representing public agencies having jurisdiction over the Project, record the results of these inspections and report to Engineer.
- 2.8.4.6 Interpretation of Contract Documents. Report to Engineer and Owner when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by the Engineer.
- 2.8.4.7 Modifications. Consider and evaluate Contractor suggestions for modifications in Drawing or Specifications and report with RPR's recommendations to Engineer and Owner. Transmit to Contractor decisions as issued by Engineer.
- 2.8.4.8 Records.
  - Maintain at the job site orderly files for correspondence, reports for job conferences, Shop Drawings, and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports and other Project related documents.

- Keep a diary or log book recording Contractor hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures, and send copies to Engineer and Owner.
- Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of materials and equipment.
- Keep pictorial record of progress of project.

#### **2.8.4.9 Reports:**

- Furnish Engineer and Owner periodic (daily) reports as required of progress of the work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
- Consult with Engineer in advance of scheduled major tests, inspections or start of important phases of the work.
- Draft proposed Change Orders and Work Directive Changes, obtaining backup material from Contractor and recommend to Engineer Change Orders, Work Directive Changes and Field Orders in accordance with State and Local Laws.
- Report immediately to Engineer and Owner upon the occurrence of any accident.

**2.8.4.10 Payment Requests.** Review applications for payment with Contractor for compliance with the established procedure as set forth in the Construction Contract for their submission and forward with recommendations to Engineer noting particularly the relationship of the payment requested to the schedule of values, work completed and materials and equipment delivered at the site but not incorporated in the work.

**2.8.4.11 Certificates, Maintenance and Operations Manuals.** During the course of the work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by contractor are applicable to the times actually installed and in accordance with the Contract Documents, and having this material delivered to Engineer for review and forwarding to Owner prior to final payment for the work.

#### **2.8.4.12 Completion.**

- Before Engineer issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
- Conduct final inspection in the company of Engineer, Owner and Contractor and prepare a final list of items to be completed or corrected.
- Observe that all items on final list have been completed or corrected and make recommendation to Engineer concerning acceptance.

### **2.8.5 Limitation of Authority.**

#### **2.8.5.1 Resident Project Representative**

- Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment unless authorized by Engineer.
- Shall not exceed limitations of Engineer's authority as set forth in the Agreement or the Contract Documents.
- Shall not undertake any of the responsibilities of Contractor, Sub-Contractor or Contractor's superintendent.
- Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
- Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the work.
- Shall not accept Shop Drawing or sample submittals from anyone other than Contractor.
- Shall not authorize Owner to occupy the project in whole or in part.
- Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by Engineer.

### 3.0 SERVICES OF THE OWNER

- 3.1 Provide full information as to the requirements of the Project.
- 3.2 Assist the Engineer in planning and design services by placing at his disposal all existing plans, maps, field notes, statistics, computations and other data in its possession relative to existing facilities.
- 3.3 Guarantee access to and make all provisions for the Engineer and his subconsultants to enter upon public property as required for performing the services.

### 4.0 COMPENSATION

- 4.1 For performance of Basic Engineering and Resident Engineering and Inspection as outlined in Section 2, Paragraphs 2.1 through 2.8.5.1 inclusive, required by the Owner, the Owner shall authorize and pay the Engineer as per the following:
  - 4.1.1 Owner shall pay Engineer for the performance of Basic Engineering services as outlined in Section 2, Paragraphs 2.1 through 2.7.9 inclusive, a professional engineering fee based upon either a percentage of the construction cost of the project or a lump sum estimate by the Engineer.(mark the method of compensation with an X)

X Percentage of construction method is to be used, the fee shall be determined by referring to curve A on page 20 (Exhibit B) of this Contract, which indicates the rate of compensation for Basic Engineering Services expressed as a percentage of the construction cost. This curve is from American Society of Civil Engineer's Manual No. 45, 1980 Edition.

N/A Lump Sum amount of \$ N/A paid according to section 4.1.1.3

- 4.1.1.1 The fee for basic engineering services based on a percentage of the construction costs will have a maximum limitation of 110% of the Engineer's

opinion of probable construction cost submitted with the final Drawings and Specifications referred to in Section 2, Paragraph 2.4.2 of this Contract. The fee for basic engineering services based on a percentage of the construction cost will have a minimum limitation of 90% of the Engineer's opinion of probable construction cost submitted with the final Drawings and Specifications referred to in Section 2, Paragraph 2.4.2 of this Contract.

**4.1.1.2** An estimated construction cost based on the Engineer's conceptual opinion of probable cost for the project shall initially be used for the determination of interim fees until the more detailed Engineer's revised opinion of probable total project costs based on the final Drawings and Specifications referred to in Section 2, Paragraph 2.4.2 of this Contract is available.

**4.1.1.3** Payment for basic engineering services shall be made based upon Engineer's estimate of the proportion of the services actually completed at the time of billing and shall be made in partial payments at monthly intervals for the following phases:

- For performing services outlined in Section 2.2, Conceptual Design Report Phase, Paragraphs 2.2.1 through 2.2.8 inclusive, Owner agrees to pay Engineer as follows:

- Ten percent (10%) of the total basic engineering services fee. Said fee shall be payable in partial payments on a monthly basis.

- For performing services outlined in Section 2.3 Design Memorandum Phase, Paragraphs 2.3.1 through 2.3.3 inclusive, Section 2.4 Design Phase, Paragraphs 2.4.1 through 2.4.6 inclusive, Owner agrees to pay Engineer as follows:

- Sixty percent (60%) of the total basic engineering service fee. Said fee shall be payable in partial payments on a monthly basis.

- For performing services outlined in Sections 2.5 Bidding Phase, Paragraphs 2.5.1 through 2.5.6 inclusive and Section 2.6 Construction Phase, Paragraphs 2.6.1 through 2.6.15 inclusive, and Section 2.7, Close-out and Operational Phase, Paragraphs 2.7.1 through 2.7.8 inclusive, the Owner agrees to pay Engineer as follows:

- Thirty percent (30%) of the total basic engineering service fee. Said fee shall be payable in partial payments on a monthly basis.

**4.1.1.4** Payment for basic engineering services on projects that do not require construction services, such as feasibility studies or drainage studies, shall be made based upon Engineer's estimate of the proportion of the services actually completed at the time of billing and shall be made in partial payments at monthly intervals for the following phases:

- For performing services outlined in Section 2.2, Conceptual Design Report Phase,



Paragraphs 2.2.1 through 2.2.8 inclusive, Owner agrees to pay Engineer as follows:

- Thirty percent (30%) of the total basic engineering services fee. Said fee shall be payable in partial payments on a monthly basis.
- For performing services outlined in Section 2.3 Design Memorandum Phase, Paragraphs 2.3.1 through 2.3.5 inclusive, Section 2.4 Design Phase, Paragraphs 2.4.1 through 2.4.5 inclusive, Owner agrees to pay Engineer as follows:
  - Seventy percent (70%) of the total basic engineering service fee. Said fee shall be payable in partial payments on a monthly basis.

4.1.1.5 If the Project, or any portion thereof, is not constructed for any reason, the final fee for basic engineering services shall be negotiated between Owner and Engineer as per section 7.0.

4.1.2 Owner shall pay Engineer for the performance of Resident Engineering and Inspection as outlined in Section 2, Paragraphs 2.8 through 2.8.5.1 inclusive, at monthly intervals based on either the hourly rate included in Exhibit C on page 21 of this Contract or by an agreed upon rate between the Owner and Engineer. Payment can be by billable hours for a not to exceed amount.

4.2 If authorized in writing by Owner, for the performance of, or for obtaining from others Additional Services which are not considered normal or customary Basic Engineering or Resident Engineering and Inspection Services, the Owner shall pay Engineer in accordance with Paragraph 4.2.1 through 4.2.3, based on monthly invoices submitted by the Engineer, within sixty (60) days of receipt of Engineer's invoice.

4.2.1 For Additional Services provided by the Engineer such as, but not limited to, wetlands permitting, land and right-of-way acquisition, surveying, NPDES and LADEQ permit renewal or acquisition work, etc. Owner shall pay Engineer based on either the hourly rate included in Exhibit C on page 21 of this Contract or by an agreed upon rate between the Owner and Engineer. Payment can be by either billable hours, lump sum, or not to exceed amount.

4.2.2 The following documentation shall be required for payment to Engineer and shall be attached to the monthly invoice.

- A copy of the Owner's written authorization to perform the service.
- Timesheets for all hours invoiced.
- Invoice copies, logs or other substantiation of nonsalary expenses.

4.2.3 For Additional Services that Engineer acquires from subcontractors and/or subconsultants, Owner shall pay Engineer a fixed sum previously agreed upon by Owner and Engineer, such sum to be established in each case when the scope of the work involved has been determined and before any of the Additional Services are provided. The use of subcontractors and/or subconsultants shall be subject to the provisions set forth in Section 10, Paragraph 10.4 and Section 11, Paragraph 11.4 of this Contract. The following documentation shall be required for payment to Engineer and shall be attached to the monthly invoice.



- A copy of the Owner's written consent for the subcontractor and/or subconsultant to perform the service stating the Owner's and Engineer's agreed upon fixed sum established for the service performed.
- Evidence that the subcontractor and/or subconsultant is insured as required by Section 10, Paragraph 10.4 of this Contract.

4.2.4 For Additional Engineering described in Section 5, Paragraph 5.1.1, Owner shall pay Engineer for the fee negotiated at the time the work is assigned by the method stipulated in the contract amendment.

## 5.0 CHARACTER AND EXTENT OF ADDITIONAL ENGINEERING

5.1 The Owner reserves the right to request Engineer to provide Additional Engineering and/or Additional Services described in Section 5, Paragraphs 5.1.1 through 5.1.2.11 inclusive. It is mutually understood that the Owner reserves the right to reevaluate any/all interested Engineering Firms concerning Additional Engineering or Additional Services as described in Section 5.0. The Owner shall issue written authorization to the Engineer to provide Additional Engineering and/or Additional Services prior to the performance of any Additional Engineering and/or Additional Services as described in Section 5, Paragraph 5.1 through 5.1.2.11 inclusive.

5.1.1 Additional Engineering. Provide Basic Design and Construction Engineering Services for a negotiated fee. The fee for Basic Engineering Services related to the design and construction for the associated work shall be negotiated at the time the work is assigned and this Contract shall be amended to include that work in accordance with Section 4.0 of this Contract.

5.1.2 Additional Services. Furnish or obtain from others Additional Services of the following types. The fee for Additional Services shall be authorized at the time the work is assigned in accordance with Section 4.2 of this contract.

5.1.2.1 Providing necessary design topographic surveying for the Project to obtain existing grading, locations and dimensions of existing structures, and elevation of critical elements.

5.1.2.2 Furnish survey personnel to lay out and stake out for construction, giving line locations and grade stakes at the required intervals.

5.1.2.3 Prepare to and serve as an expert witness for the Owner in any litigation.

5.1.2.4 Furnish one or more full time Resident Inspectors who will direct his and/or their efforts toward providing assurance for the owner that the completed project will conform to the requirements of the Contract Documents. This shall not be construed as the actual direction of construction work being performed by the Contractor, nor make the engineers responsible for construction techniques, sequences or procedures or the safety precautions incident thereto. A written resume will be submitted to the Owner for each Resident Inspector assigned to the Project. The Owner retains the right to disapprove the use of any Resident Inspector the owner feels is, for any reason, not qualified.

5.1.2.5 Act as the Owner's representative in coordination of and be present during negotiations between Owner and other Governmental Bodies, Utility Companies, Transportation Companies, etc. (Prepare necessary

data for such activities and review and make recommendations on data submitted by such agencies.)

- 5.1.2.6 Services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to, changes in size, complexity, Owner's schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents or are due to any other causes beyond Engineer's control as approved by Owner.
- 5.1.2.7 Providing renderings or models for Owner's use.
- 5.1.2.8 Preparing documents in addition to those furnished under Design Engineering and Construction Services for alternate bids requested by Owner for Contractor's work which is not executed or documents for out-of-sequence work.
- 5.1.2.9 Providing any type of property surveys or related engineering services needed for the transfer of interests in real property.
- 5.1.2.10 Assistance in connection with re-bidding or renegotiating contracts for construction, materials, equipment or services.
- 5.1.2.11 Provide technical consultation and advice on the completed project after the initial thirty (30) day start-up period.

## 6.0 OWNERSHIP OF DOCUMENTS,

- 6.1 Documents including but not limited to plans, specifications, maps, basic survey notes, sketches, charts, computations and all other data prepared or obtained under the terms of this authorization shall become the property of the Owner and shall be made available for Owner's inspection at anytime during the Project and, shall be delivered to the Owner prior to termination or final completion of the Contract.
- 6.2 Engineer may retain a set of documents for its files.
- 6.3 Reuse of Documents. Any reuse of documents or materials without written authorization or adaptation by Engineer to the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Engineer or to Engineer's independent professional associates, subcontractors, and consultants.
- 6.4 No materials, to include but not limited to reports, maps or other documents produced as a result of this Contract, in whole or in part, shall be available to Engineer for copyright purposes. Any such materials produced as a result of this Contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner, and the Owner shall be sole and exclusive entity who may exercise such rights.

## 7.0 TERMINATION.

- 7.1 This Agreement may be terminated by either party upon thirty (30) days written notice.
- 7.2 The Engineer, upon receipt of such notice, shall immediately discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.

- 7.3 The Engineer shall, as soon as practicable after receipt of notice of termination, submit a statement showing in detail the services performed and payments received under this Agreement to the date of termination.
- 7.4 The Owner shall then pay the Engineer promptly that portion of the prescribed fee to which both parties agree.
- 7.5 Failure to meet delivery dates stated in Contract sections 2.2.8, 2.3.3, and 2.7.9 are considered substantial failures. (ADDED 2/02)
- 8.0 COMPLIANCE WITH LAWS AND ORDINANCE.
  - 8.1 The Engineer hereby agrees to comply with all Federal, State and Local Laws and Ordinances applicable to the work or services under this Contract.
- 9.0 SUCCESSORS AND ASSIGNS
  - 9.1 Owner and Engineer each bind himself, his successors, executors, administrators and assigns to the other party to this Agreement, and to the successors, executors, administrators and assigns of each other party in respect to all covenants of this Agreement.
- 10.0 INSURANCE
  - 10.1 The Engineer shall secure and maintain at his expense such insurance that will protect him and the Owner, from claims under Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from performance of services under this Agreement. Insurance for bodily injury or death shall be in the unencumbered amount of \$500,000.00 for one person and not less than \$1,000,000.00 for all injuries and/or deaths resulting from any one occurrence. The insurance for property damage shall be in the unencumbered amount of \$250,000.00 for each accident and not less than \$1,000,000.00 aggregate.
  - 10.2 The Engineer shall also secure and maintain at his expense professional liability insurance in the unencumbered sum of \$500,000.00.
  - 10.3 All certificates of insurance SHALL BE FURNISHED TO THE OWNER and shall provide that insurance shall not be cancelled without ten (10) days prior written notice to the Owner. The Owner may examine the policies.
  - 10.4 Engineer shall include all subcontractors and/or subconsultants as insured under its policies or shall furnish separate certificates for each. All coverages for subcontractors and/or subconsultants shall be subject to all the requirements stated herein.
  - 10.5 St Charles Parish shall be named as an additional insured on general liability insurance policies.
  - 10.6 For all purposes under Louisiana law, the principals of this Contract shall be recognized as the statutory employer of all contract employees as provided in LSA-R.S. 23:1061.
- 11.0 GENERAL.
  - 11.1 The Engineer shall indemnify and save harmless the Owner against any and all claims, demands, suits or judgments for sums of money to any party for loss of life or injury or damages to person or property growing out of, resulting from or by reason of any negligent act by the Engineer, its agent, servants or employees, while engaged upon or in connection with the services required or performed hereunder.
  - 11.2 While in the performance of services or carrying out other obligations under this Agreement, the Engineer shall be acting in the capacity of the independent contractors and not as employees of the Owner. The Owner shall not be obligated to any person, firm or corporation for any obligations of the Engineer arising from the performance of their services under this Agreement. The Engineer



shall be authorized to represent the Owner with respect to services being performed, dealing with other agencies and administrations in order to perform the services under this Contract.

- 11.3 The Engineer warrants that he has not employed or retained any company or person other than a bona-fide employee working solely for the consultant, to solicit or secure this Contract, and that they have not paid or agreed to pay any company or person other than bona-fide employees working solely for the consultant, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the Owner shall have the right to annul this Contract without liability.
  - 11.4 This Agreement being for the personal services of the Engineer shall not be assigned or subcontracted in whole or in part by the Engineer as to the services to be performed hereunder without the written consent of the Owner.
  - 11.5 Should either party to this Agreement have to file suit in order to enforce the provisions of hereof, the losing party hereby agrees to pay the attorney's fees of the prevailing party.
  - 11.6 No member of the Governing Body of the Owner and no other officer, employee or agent of the Owner who exercises any functions or responsibilities in connection with the planning and carrying out to the Program, shall have any personal financial interest, direct or indirect, in this Contract, and the Engineer shall take appropriate steps to assure compliance.
  - 11.7 No member of the Governing Body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the Program, shall have any personal financial interest, direct or indirect, in this Contract, and the Engineer shall take appropriate steps to assure compliance.
  - 11.8 The Engineer covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the project area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Engineer further covenants that in the performance of this Contract no person having any such interest shall be employed.
- 12.0 ACCESS TO SITE.
- 12.1 Owner shall be fully responsible for obtaining the necessary access authorizations to allow Engineer, its agents, subcontractors and representatives, to have access to all areas of public and private property as required by Engineer in order to perform its services under this Agreement.
- 13.0 WARRANTY.
- 13.1 Engineer warrants that it will perform its design services with the degree of skill and to the standard of care required of the engineering profession to meet all Federal, State and Local requirements
  - 13.2 If Engineering Services for project designed by Engineer does not meet those requirements noted in 13.1 above, then to the extent that this occurs as a direct result of Engineer's failure to meet the standard of care in its design services, Engineer will indemnify the Parish for Engineer's share of the costs incurred to bring Engineering Services for project to the limitations mandated.
  - 13.3 The obligations expressed in 13.1 and 13.2 in no way limits the Engineer's obligations expressed elsewhere in this Contract.
- 14.0 EXCLUSIVE JURISDICTION AND VENUE
- 14.1 For all claims arising out of or related to this agreement, ENGINEER hereby consents and yields to the exclusive jurisdiction and venue

of the Twenty-Ninth Judicial District Court for the Parish of St. Charles and expressly waives any (a) pleas of jurisdiction based upon ENGINEER'S residence and (B) right of removal to Federal Court based upon diversity of citizenship.

IN WITNESS WHEREOF, the parties to these presents have hereunto caused these presents to be executed the day, month and year first above mentioned.

WITNESSES:

ST. CHARLES PARISH

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
V. J. St. Pierre, Jr.  
Parish President

WITNESSES:

CIVIL & ENVIRONMENTAL  
CONSULTING ENGINEERS

Donald A. Soto  
John H. Helt

Danny J. Hebert  
Danny J. Hebert, P.E.



## EXHIBIT A

The following contract documents and specifications are to be assembled, bound using plastic comb binders, and delivered to St. Charles Parish Public Works Office. The contract document is basically the bid document with forms completed according to the instructions below, and all project specifications that were included in the bid document.

### Five(5) contract documents with the following(in sequence):

- Cover sheet prepared by engineer with stamp.
- Copy of the Table of Contents from bid book.
- Copy of the actual Advertisement for Bid showing all dates (section 00010).
- Copy of Instructions to Bidders (section 00100) and Information Available to Bidders (section 00200) from bid book.
- Copy of the completed Bid Form from selected/winning bid (section 00300) and a copy of all addendums.
- Copy of the bid opening and tabulation forms.
- Copy of the signed Bid Bond from selected/winning bid (section 00410) and its corresponding power of attorney.
- Copy of the completed Questionnaire from selected/winning bid (section 00430).
- Copy of the Schedule of Suppliers from selected/winning bid (section 00450).
- Original Non-Collusive and Non-Solicitation Affidavit signed, dated, and notarized (section 00480). All books must have an originally signed document.
- Original and current Corporate Resolution authorizing execution of contract signed and dated (section 00485). All books must have an originally signed document. The resolution on corporate stationery is acceptable as long as it follows the wording of St Charles Parish's standard form (section 00485).
- Original signed agreement (section 00500) and not dated. Document will be dated when Parish President signs agreement. Contract price must agree with Bid Form amount. Blanks in article 7 must also be completed. All books must have an originally signed document.
- Original Performance and Payment Bond (section 00610) completed, signed, dated, and sealed. The date on page 00610-1 is to be left blank and will be dated when the Parish President signs the agreement form. An original power of attorney must accompany each bond document. All books must have originally signed documents.
- Original certificate of insurance. Computer generated signature acceptable. The Certificate must name St Charles Parish as an additional insured on all general liability policies and the standard cancellation clause must read as follows:

"Should any of the above described policies be canceled or changed by restricted amendment before the expiration date thereof, the issuing Company will give thirty (30) days written notice to the below named certificate holder.

- Copy of the following documents from the bid document: Certificate of Owner's Attorney (section 00670); General Conditions, Supplementary Conditions, and Second Supplementary Conditions (sections 00700, 00800, 00801); and forms Change Order, Certificate of Substantial Completion, Notice of Award, and Notice to Proceed (sections 00806, 00808, 00810, 00812).
- Copy of all Division 01 through Division 16 specifications that were included in the bid document.

### One(1) contract document with the following:

- Cover sheet prepared by engineer with stamp and marked Court File Copy.
- All the above documents except for General Conditions (section 00700), Supplementary Conditions (section 00800), and Second Supplementary Conditions (section 00801). Originals specified above are also required in this book.

EXHIBIT B

40 CONSULTING ENGINEERING

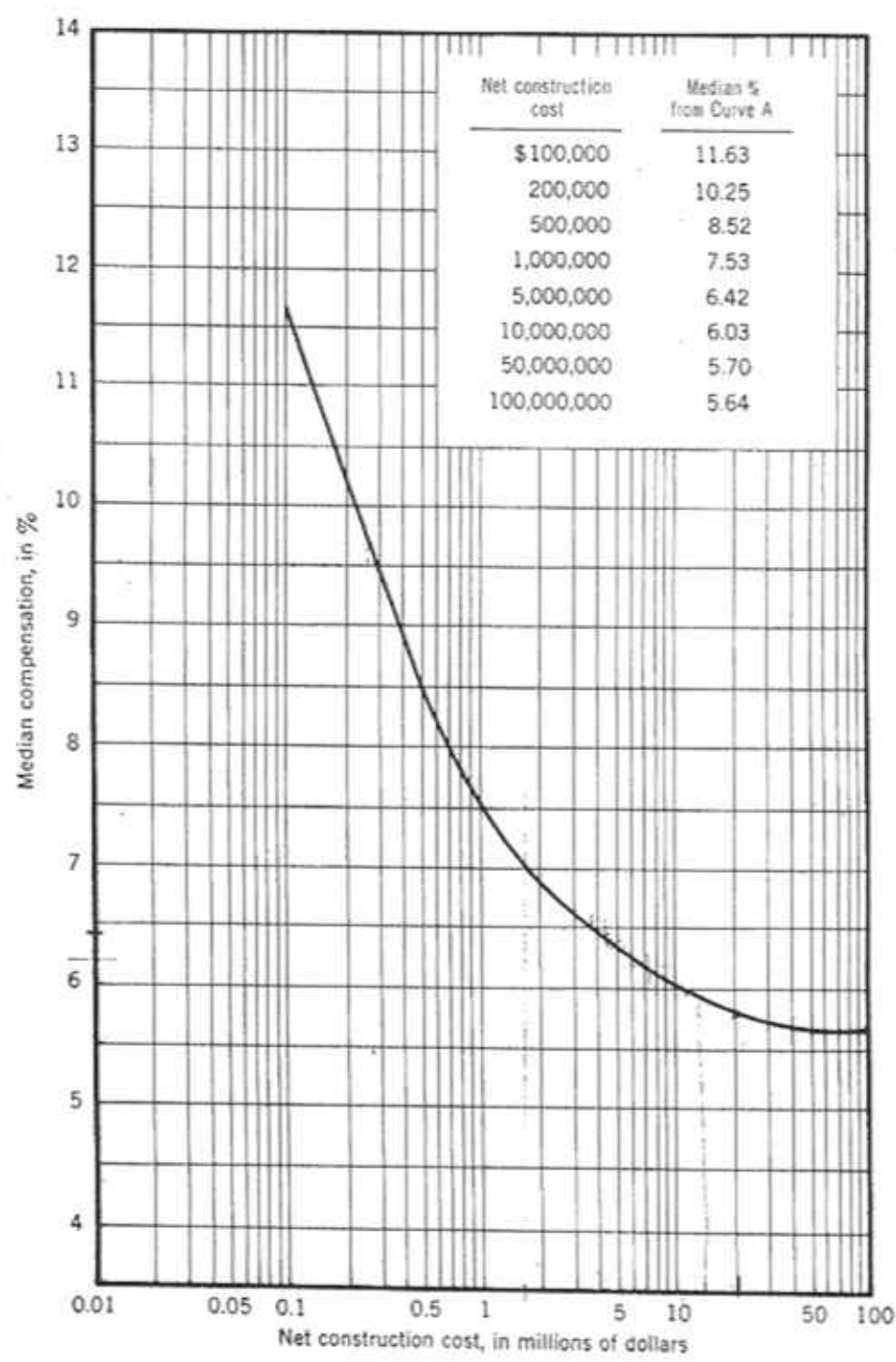


FIG.1.—CURVE A, MEDIAN COMPENSATION FOR BASIC SERVICES EXPRESSED AS A PERCENTAGE OF NET CONSTRUCTION COST FOR PROJECTS OF ABOVE-AVERAGE COMPLEXITY (1980)



## EXHIBIT C

Civil & Environmental Consulting Engineers  
 Danny J. Hebert, P.E., L.L.C.

One American Place - 13919 River Road, Suite 310

Luling, LA 70070

www.hebertengineering.com

phone: (985) 785-2380 fax: (985) 785-2388

### 2013 Rate Schedule

#### OFFICE PERSONNEL:

Principle Engineer	\$175.00/Hr.
Research, Legal Testimony & Depositions	\$250.00/Hr.
Registered Professional Engineer	\$125.00/Hr.
Registered Professional Land Surveyor	\$110.00/Hr.
Design Architect	\$125.00/Hr.
Wetland Delineator/Consultant	\$80.00/Hr.
Environmental Permit Specialist	\$80.00/Hr.
Project Manager	\$125.00/Hr.
Engineering Technician	\$80.00/Hr.
CAD Draftsman	\$80.00/Hr.
Clerical	\$45.00/Hr.
Reimbursable Mileage (*Subject to change with annual Federal Tax Guidelines)	\$ .565/Mi.*

#### CONSTRUCTION PERSONNEL & EQUIPMENT

Project Representative	\$65.00/Hr.
Field Vehicle (*Subject to change with annual Federal Tax Guidelines)	\$ .565/Mi.*

#### SURVEY PERSONNEL & EQUIPMENT:

3-Man Survey Party (with standard equipment & vehicle)	\$170.00/Hr.
2-Man Survey Party (with standard equipment & vehicle)	\$130.00/Hr.
Party Chief/Instrument Man	\$80.00/Hr.
Rodman/Chainman	\$50.00/Hr.

#### COMPUTER SERVICES:

Digital Photo Compilation (8-1/2" x 11" Sheet)	\$ 4.50/Sheet
Computer Modeling	\$125.00/Hr.
Word Processing	\$45.00/Hr.
Computer Plotting (AutoCAD)	\$80.00/Hr.

#### SUBCONSULTANT SERVICES:

Subconsultant	Actual Cost Plus 15%
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**\*ALL RATES ARE SUBJECT TO ANNUAL RATE INCREASES**

**2013-0002**

**INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT  
(DEPARTMENT OF PUBLIC WORKS)**

**ORDINANCE NO. \_\_\_\_\_**

An ordinance approving and authorizing the execution of Change Order No. 1 (Final) for Parish Project No P080502-5, Carriage Canal Bank Repairs, to balance the contract quantities with actual quantities resulting in a decrease of \$57,448.25 and decrease contract time by 31 days.

**WHEREAS,** Ordinance No. 12-8-17 adopted August 20, 2012 by the St. Charles Parish Council awarded construction of Parish Project No P080502-5, Carriage Canal Bank Repairs, to Cycle Construction Co., LLC; and,

**WHEREAS,** it is necessary to amend the contract to adjust the original contract quantities with actual quantities resulting in a decrease to the contract amount by \$57,448.25 and decrease contract time by 31 days.

**THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:**

**SECTION I.** That Change Order No. 1 (Final) for Parish Project No. P080502-5, Carriage Canal Bank Repairs to decrease the contract amount by \$57,448.25 and decrease the contract time by 31 days is hereby approved and accepted.

**SECTION II.** That the Parish President is hereby authorized to execute said Change Order on behalf of St. Charles Parish.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

And the ordinance was declared adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2013, to become effective five (5) days after this publication in the official journal.

CHAIRMAN: \_\_\_\_\_

SECRETARY: \_\_\_\_\_

DLVD/PARISH PRESIDENT: \_\_\_\_\_

APPROVED: \_\_\_\_\_ DISAPPROVED: \_\_\_\_\_

PARISH PRESIDENT: \_\_\_\_\_

RETD/SECRETARY: \_\_\_\_\_

AT: \_\_\_\_\_ RECD BY: \_\_\_\_\_

CHANGE ORDER

No. 1 REV1 (Final)

DATE OF ISSUANCE January 8, 2013

EFFECTIVE DATE

OWNER	St. Charles Parish Department of Public Works and Wastewater	
CONTRACTOR	Cycle Construction Co., L.L.C.	
Contract:	Carriage Canal Repairs	
Project:	P080502-5 – Carriage Canal Repairs	
OWNER's Contract No.	P080502-5	ENGINEER's Contract No. 2008-21-810
ENGINEER	Evans-Graves Engineers, Inc.	

You are directed to make the following changes in the Contract Documents:

Description:

1. Delete the Following Work Items:

- a. Contract Item No. 8 Relocation of Infrastructure  
Delete item in its entirety (change to "Not Used"). (\$50,000.00)

Total of Deducted Items = (\$50,000.00)

2. Add the Following Work Items:

- a. Contract Item No. 9 Fabric and Sand Backfill  
Add item in its entirety. \$11,051.00
- b. Contract Item No. 10 Weld and Paint Closure Pieces (2 EA)  
Add item in its entirety. \$1,798.00
- c. Contract Item No. 11 Material Cost Only for Unused Sheet Pile  
Add item in its entirety. \$7,266.47

Total of Added Work Items = \$20,115.47

3. Revise the Following Work Item Quantities:

- a. Contract Item No. 4 Embankment  
The quantity is to be decreased by 53 CY (\$1,113.00)
- b. Contract Item No. 5 Steel Sheet Piling  
The quantity is to be decreased by 1,023.80 SF (\$27,130.70)
- c. Contract Item No. 6 Hydroseed  
The quantity is to be increased by 113.33 SY \$679.98

Total of Change in Work Items Quantities = (\$27,563.72)

TOTAL CHANGE IN PROJECT COST (CREDIT) = (\$57,448.25)

See Attachment No. 1 – Description of Changes, for more detail.

Reason for Change Order:

1. Deleted Work Items
- a. Contract Item No. 8 was not required. There was no hidden infrastructure encountered during construction which presented an underground obstruction to sheet pile driving.
2. Add Work Items
- a. Contract Item No. 9 was added to change the backfill material from clay embankment (Item No. 4) to sand, and to add a layer of geotextile fabric to encapsulate the backfill and prevent leakage through the sheet pile joints. Based on observed field conditions, it was determined that a lightweight sand backfill would be a better construction material and would compact better behind the wall. Refer to Item 3(a) below.
- b. Contract Item No. 10 was added to provide a solid closure between the existing wingwall and the new sheet pile wall, to prevent loss of backfill material at the interface location. The original plans called for a butt joint at this interface, but due to the different shapes of the two sheet pile sections and difficulty driving immediately adjacent to the existing wingwall, a consistent closure was not able to be achieved, so it was decided that the two sections should be welded together.



- c. Contract Item No. 11 was added to account for the Contractor's purchase of sheet pile material that was deleted from the project (Item No. 5). The materials should be reimbursed, but there should be no charge to the project for labor or equipment. Refer to Item 3(b) below.
- 3. Revise Work Item Quantities
  - a. Contract Item No. 4 Embankment contained a quantity of material for backfill and a quantity of material for topsoil. The backfill material was changed to sand, and so the backfill portion of the total quantity was deleted from the project. The remaining quantity is for topsoil on top of the new sand backfill. Refer to Item 2(a) above.
  - b. Contract Item No. 5 Steel Sheet Piling was adjusted to delete several sheet piles from the project which were determined based on field conditions to be unnecessary to the project's successful implementation. The reduction in sheet pile quantity at the contract unit price covers materials, labor, and equipment. While the labor and equipment portion of these additional sheets could be deleted since no work was done on these deleted sheet piles, the Contractor was still owed money for the purchase of the materials; and so Item No. 11 was added to account for this. Refer to Item 2(c) above.
  - c. Contract Item No. 6 Hydroseed was adjusted to pay for the actual quantity of seeding in-place, which exceeded the plan and bid quantity based on actual field measurements of the in-place sheet pile walls and disturbed areas which were backfilled.

**Attachments:** No. 1 – Description of Changes

CHANGE IN CONTRACT PRICE:
Original Contract Price \$558,810.00
Net Increase (Decrease) from previous Change Orders No. ____ to ____: \$0.00
Contract Price prior to this Change Order: \$558,810.00
Net increase (decrease) of this Change Order: (\$57,448.25) _____
Contract Price with all approved Change Orders: \$501,361.75

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: January 6, 2013 Ready for final payment: February 20, 2013
Net change from previous Change Orders No. ____ to No. ____: Substantial Completion: 0 Ready for final payment: 0
Contract Times prior to this Change Order: Substantial Completion: January 6, 2013 Ready for final payment: February 20, 2013
Net increase (decrease) this Change Order: Substantial Completion: 31 Ready for final payment: 31
Contract Times with all approved Change Orders: Substantial Completion: December 6, 2012 Ready for final payment: January 20, 2013

RECOMMENDED:

APPROVED:

ACCEPTED:

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

ENGINEER (Authorized Signature)

OWNER (Authorized Signature)

CONTRACTOR (Authorized Signature)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

1-8-13

1-10-17

EJCDC 1910-8-B (1996 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specifications Institute.

ATTACHMENT NO 1 - DESCRIPTION OF CHANGES

P080502-5 Carriage Canal Repairs

Item No.	Description	Unit	Original Contract		Change Order No. 1		Total to Date		Increases	Decreases	Deletions	Additions
			Quantity	Cost	Quantity	Cost	Quantity	Cost				
1	Mobilization/ Demobilization	LS	1.00	\$65,000.00			1.00	\$65,000.00				
2	Clearing and Grubbing	LS	1.00	\$18,000.00			1.00	\$18,000.00				
3	Excavation	CY	1,000.00	\$26,500.00			1,000.00	\$26,500.00				
4	Embankment	CY	110.00	\$21.00	(53.00)	(\$1,113.00)	57.00	\$1,197.00		(\$1,113.00)		
5	Steel Sheet Piling	SF	14,720.00	\$26.50	(1023.80)	(\$27,130.70)	13,696.20	\$362,949.30		(\$27,130.70)		
6	Hydroseed	SY	320.00	\$6.00	113.33	\$679.98	433.33	\$2,599.98	\$679.98			
7	Construction Layout	LS	1.00	\$5,000.00			1.00	\$5,000.00				
8	Relocation of Infrastructure Items	LS	1.00	\$50,000.00	(1.00)	(\$50,000.00)	0.00	\$0.00			(\$50,000.00)	
9	Fabric and Sand Backfill	LS	0.00	\$11,051.00	1.00	\$11,051.00	1.00	\$11,051.00				\$11,051.00
10	Weld and Paint Closure Pieces (2 EA)	LS	0.00	\$1,798.00	1.00	\$1,798.00	1.00	\$1,798.00				\$1,798.00
11	Material Cost Only for Unused Sheet Pile	LS	0.00	\$7,266.47	1.00	\$7,266.47	1.00	\$7,266.47				\$7,266.47

TOTALS: \$558,810.00 (\$57,448.25) \$501,361.75 \$679.98 (\$28,243.70) (\$50,000.00) \$20,115.47

RESULTING COST INCREASE (DECREASED) TO ST. CHARLES PARISH

(\$57,448.25) -10.28% of Base Bid



# ST. CHARLES PARISH

## DEPARTMENT OF PUBLIC WORKS

100 RIVER OAKS DRIVE • DESTREHAN, LOUISIANA 70047

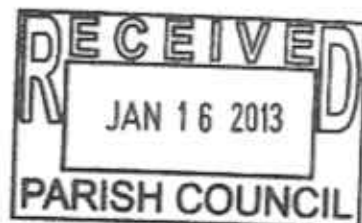
(985) 783-5102 • (985) 783-5104 • FAX (985) 725-2250

Website: [www.stcharlesparish-la.gov](http://www.stcharlesparish-la.gov)

V.J. ST. PIERRE, JR.  
PARISH PRESIDENT

SAM SCHOLLE  
DIRECTOR

January 15, 2013



TO: Tiffany K. Clark  
Council Secretary

FROM: Sam C. Scholle *AS*  
Director of Public Works/Wastewater

**SUBJECT: Carriage Canal Bank Repairs  
St. Charles Parish Project No. P080502-5**

Please prepare for amended Change Order No. 1 (Final) for the above referenced project to be voted on at the upcoming council meeting on January 22, 2013. An electronic copy of the ordinance will be sent by email.

Thank you for your usual cooperation.

SCS:jgl

Attachments



**2013-0004**  
**INTRODUCED BY: PAUL J. HOGAN, PE, COUNCILMAN, DISTRICT IV**  
**ORDINANCE NO. \_\_\_\_\_**

An ordinance to amend the Code of Ordinances Appendix A, Section VI, A, [I.] O-L, 3, e, to provide that Cemeteries and Mausoleums shall require review and approval by the Planning and Zoning Commission and a supporting resolution of the Parish Council.

**THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:**

**SECTION I.** That the Code of Ordinances, Appendix A, Section VI, A, [I.] O-L, 3, e., is hereby amended by adding (3) as follows:

(3) Review and approval by the Planning and Zoning Commission and a supporting resolution of the Parish Council.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

And the ordinance was declared adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2013, to become effective five (5) days after publication in the Official Journal.

2013-0004 revised Amend Code - Appendix A O-L, Cemeteries revised (21-12-13)

CHAIRMAN: \_\_\_\_\_

SECRETARY: \_\_\_\_\_

DLVD/PARISH PRESIDENT: \_\_\_\_\_

APPROVED: \_\_\_\_\_ DISAPPROVED: \_\_\_\_\_

PARISH PRESIDENT: \_\_\_\_\_

RETD/SECRETARY: \_\_\_\_\_

AT: \_\_\_\_\_ RECD BY: \_\_\_\_\_

